

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Board Room, Education Center
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
August 21, 2012
Closed Session – 6:30 p.m.
Regular Session – 7:00 p.m.

Item

Time – Approximate

Public Comment on Items on Agenda or Not on the Agenda

NOTICE

Cards are available at the table just outside of the Board Room for anyone who wishes to address the Board. If you wish to address the Board, complete a card and hand it to a staff member at the table to the left as you enter the Board Room. Please be sure to complete the card indicating whether the matter you wish to address is on the agenda or not on the agenda. If the matter is on the agenda, we will assume you wish to speak when it comes time to address that item on the agenda and will hold your card until then. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees.

CLOSED SESSION – 6:30 p.m.

- | | |
|---|------------|
| 1. Conference with Labor Negotiators | 30 Minutes |
| Agency designated representatives: Glen De Graw, Richard Fagan,
Steven M. Ladd, Karen Rezendes | |
| Employee Organizations: All Elk Grove Unified School District
Bargaining Units | |

REGULAR MEETING - 7:00 p.m.

- | | |
|---|------------|
| I. Pledge of Allegiance | 5 Minutes |
| II. Presentations/Recognitions | |
| 2. Your Choice, Your Health Employee Wellness Program | 15 Minutes |
| III. Budget Update | |
| 3. Budget Update | 10 Minutes |
| IV. Bargaining Units | |
| V. Reports | |
| 4. Opening of Schools | 10 Minutes |
| VI. Student Expulsion Recommendations - None | |
| VII. Board Member Reports | |

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<u>Item</u>	<u>Time – Approximate</u>
VIII. Public Comment	
IX. Public Hearing, Discussion and/or Action Items	
5. Pupil Textbooks and Instructional Materials Public Hearing	5 Minutes
X. Discussion Items - None	
XI. Action Items	
6. Elk Grove Unified School District Community Facilities District 2012-2013 Tax Report and Second Reading and Adoption	5 Minutes
XII. Consent Agenda – Action	5 Minutes
7. Approval of Minutes	
8. Personnel Actions	
9. New Student Placement Agreement with Azusa Pacific University	
10. Visiting Educator Agreement with Sacramento Area Science Project (SASP) with UC Davis	
11. Approval of Purchase Order History	
12. Approval of Warrant Register	
13. Disposal of Obsolete/Surplus Property	
14. Acceptance of Gifts	
15. 2013-214 Budget Development Calendar	
16. Kaiser Permanente Health Works/Wellness – Letter of Agreement	
17. Textbook(s)/Instructional Material(s) Approval	
18. 2011-2012 State Preschool Program Self-Evaluation of California State Preschool Programs	
19. 2011-2012 State Preschool Program Self-Evaluation for California Pre-Kindergarten	
20. General Child Care and Development Programs award for Fiscal Year 2012-2013	
21. 2012-2013 Renewal of Memorandum of Agreement Between SCOE and EGUSD for Operation of Community School	
22. Consolidated Application, Phase 1	
23. Out-of-State Field Trip Approval	
24. Receipt of Bids and Award of Contract for Trash Can Liners, Bid #530-12/13	
25. Receipt of Bids and Award of Contract for School to Home Communications System – RFP #532-12/13	
26. Chiller Replacement at Joseph Kerr Middle School, Change Order No. 1	
27. Chiller Replacement at Joseph Kerr Middle School, Acceptance and Notice of Completion	

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<u>Item</u>	<u>Time – Approximate</u>
XII. Consent Agenda – Action (Continued)	
28. Chiller Replacement at Pleasant Grove Elementary School, Acceptance and Notice of Completion	
29. Running Paths and Concrete Work at Various Sites, Change Order No. 2	
30. Barbara Comstock Morse Elementary School Parking Lot Expansion, Change Order No. 1	
31. Tiger Natural Gas, Inc. Purchase Agreement Renewal	
XIII. Action Items	
32. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XIV. Information Items	
33. Other Items from the Floor	5 Minutes
34. Items for Future Agendas	5 Minutes
XV. Adjournment	

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Arlene Hein, at (916) 686-7700. Notification of at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

DOCUMENT AVAILABILITY

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in District office located at 9510 Elk Grove-Florin Road, Elk

Board Agenda Item

Supplement No. _____

Meeting Date August 21, 2012**Subject:****Division:** Finance and School Support/Human Resources

Your Choice, Your Health Employee Wellness Program

Action Requested: The Board is asked to hear a presentation about the new "Your Health, Your Choice – Celebrating Wellness in EGUSD program" for benefit-eligible employees offered in partnership with Kaiser Permanente.

Discussion: Your Health, Your Choice is a new wellness program that EGUSD is able to offer its benefit-eligible employees for the 2012-2013 school year as part of a partnership with Kaiser Permanente. We would like to recognize that for this school year, Kaiser Permanente is covering all costs of the program at no cost to the District. The purpose of this exciting new program is to promote good eating habits, physical activity and overall health awareness for employees. This program is completely voluntary – your choice.

All employees who qualify for benefits are eligible to participate in the "Your Health, Your Choice" wellness program. While Your Health, Your Choice is separate from the AFSCME, ATU, EGEA, PSWA and EGTEAMS bargained Wellness Rebate, some of the components of EGUSD's wellness program may be required elements of the Wellness Rebate program.

A Wellness Committee, consisting of representatives from the District, all bargaining units and Kaiser Permanente, are designing the program. Each site/department has been asked to identify a volunteer wellness champion who can help promote the program. Throughout the year, employees will have the opportunity to participate in: biometric screening; an online Total Health Assessment with coaching modules; an online Thrive Across America program designed to encourage physical activity; and an online Mix It Up program that encourages healthy food choices. Communications will be going out to employees through a variety of formats throughout the year to encourage them to participate in the program. More information can be found at www.egusd.net/wellness.

Financial Summary: N/A**Prepared By:** Elizabeth Graswich**Division Approval:** Rich Fagan/Glen De Graw**Prepared By:** Carrie Hargis**Superintendent Approval:** Steven M. Ladd, ED.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 3
Supplement No. _____
Meeting Date: August 21, 2012

Board Agenda Item

Subject:

BUDGET UPDATE

Department:

Budget

Action Requested:

The Board is asked to receive a budget update report.

Discussion:

The attached report outlines the current status of the 2012-13 Budget.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval:

Rich Fagan

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 4

Board Agenda Item

Supplement No. _____

Meeting Date 8-21-12

Subject: Presentation – Opening of Schools, 2012-13 School Year

Department: Board of Education

Action Requested: The Board of Education is requested to receive a report outlining the opening of schools for the 2012-13 school year.

Discussion:

Collaboration and preparation were key in the effective and trouble-free opening week for elementary year-round schools. The work of several departments as well as the work of the Staffing and Enrollment Committee contributed to the successful opening.

At the time of the August 21 Board meeting, all other elementary schools and the secondary schools will have opened, and a report on the opening of these school will also be presented at the meeting.

Financial Summary:

Prepared By: Donna Cherry *bmc* Department Approval: _____

Prepared By: Christina Penna Superintendent Approval: Steven M. Ladd, Ed.D.

Board Agenda ItemMeeting Date August 21, 2012**Subject:**Department: Curriculum/Professional Learning**Pupil Textbook and Instructional Materials****Action Requested:**

In accordance with state law, the Board of Education is requested to declare a public hearing and to discuss the resolution that will certify that K-12 State Instructional Materials Fund monies are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Program Act, ensuring that each pupil will have sufficient instructional materials.

Discussion:

As a requirement of the Williams legislation, Education Code Section (EC) 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks and instructional materials. Under EC 60119 the Board of Education shall make a determination through a resolution as to whether each pupil in each school in the district has sufficient textbooks or instructional materials in each subject (English/language arts, mathematics, history/social science, and science) that are aligned with the academic content standards and consistent with the cycles of the curriculum framework adopted by the California State Board of Education.

The Education Code also requires that the Board of Education make a written determination as to whether each pupil enrolled in foreign language or health has sufficient textbooks or instructional materials. Similarly, the Board of Education must determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12.

The attached resolution will certify that, in fact, each Elk Grove Unified School District student has textbooks and materials consistent with these guidelines.

Financial Summary:Prepared By: Jerrilyn M. Ewing *JME*Budget Approval: Rich Fagan

Prepared By: _____

Department Approval: Mark Cerutti *MC*Superintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Elk Grove, California

RESOLUTION NO. 3, 2012-2013

RESOLUTION CERTIFYING THAT THE KINDERGARTEN THROUGH GRADE TWELVE STATE INSTRUCTIONAL MATERIALS FUND MONIES ARE AUGMENTED WITH GENERAL FUND AND LOTTERY MONIES SO THAT THERE ARE SUFFICIENT FUNDS SO THAT EACH DISTRICT PUPIL WILL HAVE SUFFICIENT TEXTBOOKS AND/OR INSTRUCTIONAL MATERIALS IN EACH SUBJECT

WHEREAS, the governing board of the Elk Grove Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on **August 21, 2012**, at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in English/language arts, mathematics, science, history-social science, health, and foreign languages, and;

WHEREAS, specific materials, at a *minimum*, in the four core content areas (English/language arts, mathematics, science, and history-social science) are allocated one per on-track student (except as noted) as follows:

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED that for the **2012-2013** school year, the Elk Grove Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

STEVEN M. LADD, Ed.D.
Secretary to the Board of Education

Date: _____

Textbooks for four core content areas per pupil:

Elementary School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Open Court: Big Book Package	K	2002	0-07-569238-4	SRA/McGraw-Hill
	Open Court: Reading, Phonics, and Phonemic Awareness Kit	K	2002	0-07-571937-1	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	1	2002	0-07-569242-2	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	1	2002	0-07-569243-0	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	2	2002	0-07-569244-9	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	2	2002	0-07-569245-7	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	3	2002	0-07-569246-5	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	3	2002	0-07-569247-3	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	4	2002	0-07-569248-1	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	5	2002	0-07-569249-X	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	6	2002	0-07-569250-3	SRA/McGraw-Hill
Language Arts (Intervention)	Language! 3 rd Ed, Student Book A	3-6	2005	1-59318-262-7	Sopris West
	Language! 3 rd Ed, Student Book B	3-6	2005	1-59318-320-8	Sopris West
	Language! 3 rd Ed, Student Book C	3-6	2005	1-59318-321-6	Sopris West
Language Arts (ELD)	Avenues: Level A, Little Language Books	K	2000	07362-17908	Hampton-Brown
	Avenues: Level B, Literature Anthology	1	2000	07362-20224	Hampton-Brown
	Avenues: Level C, Literature Anthology	2	2000	07362-18769	Hampton-Brown
	Avenues: Level D, Literature Anthology	3	2000	07362-16731	Hampton-Brown
	Avenues: Level E, Literature Anthology	4	2000	07362-17096	Hampton-Brown
	Avenues: Level F, Literature Anthology	5-6	2000	07362-17452	Hampton-Brown
Math	GoMath, Student Edition	K	2011	978-054-758780-6	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	1	2011	978-054-758779-0	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	2	2011	978-054-758790-5	Houghton-Mifflin, Harcourt
	CA Mathematics: Student Edition	3	2001	0-328-00467-7	Scott Foresman
	CA Mathematics: Student Edition	4	2001	0-328-00468-5	Scott Foresman
	CA Mathematics: Student Edition	5	2001	0-328-00469-3	Scott Foresman
	CA Mathematics: Student Edition	6	2001	0-328-00470-7	Scott Foresman
Science	California Science, Kindergarten Kit	K	2008	002-285369-3	MacMillan/McGraw-Hill
	California Science, Unit Big Book Package	1	2008	002-285055-4	MacMillan/McGraw-Hill
	California Science: Student Edition	2	2008	002-284376-0	MacMillan/McGraw-Hill
	California Science: Student Edition	3	2008	002-284377-9	MacMillan/McGraw-Hill
	California Science : Student Edition	4	2008	002-284378-7	MacMillan/McGraw-Hill
	California Science : Student Edition	5	2008	002-284379-5	MacMillan/McGraw-Hill
	Earth Science: Student Edition	6	2007	003-042658-8	Holt, Rinehart, Winston
Social Science	California Kindergarten Program	K	2007	015-344135-6	Harcourt Brace
	A Child's View, Student Edition	1	2007	015-338498-0	Harcourt Brace
	People We Know, Student Edition	2	2007	015-338499-9	Harcourt Brace
	Our Communities, Student Edition	3	2007	015-338501-4	Harcourt Brace
	California, Student Edition	4	2007	015-338502-2	Harcourt Brace
	The United States, Student Edition	5	2007	015-338503-0	Harcourt Brace
	Ancient Civilizations, Student Edition	6	2006	003-073459-2	Holt, Rinehart, Winston

Textbooks for four core content areas per pupil:

Middle School

<i>Discipline</i>	<i>Title</i>	<i>GL</i>	<i>©</i>	<i>ISBN</i>	<i>Publisher</i>
Language Arts	Literature & Language Arts, Student Ed.	7	2003	0-03-056492-1	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	8	2003	0-03-056493-X	Holt, Rinehart, Winston
Language Arts (Intervention)	Language! 3rd Ed, Student Book A	7-8	2005	1-59318-262-7	Sopris West
	Language! 3rd Ed, Student Book B	7-8	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed, Student Book C	7-8	2005	1-59318-321-6	Sopris West
	Language! 3 rd Ed., Student Book D	7-8	2005	1-59318-371-2	Sopris West
Language Arts (ELD)	High Point: Basic Level, Student Edition	7-8	2000	0-7362-1223-X	Hampton-Brown
	High Point: Level A, Student Edition	7-8	2000	0-7362-0901-8	Hampton-Brown
	High Point: Level B, Student Edition	7-8	2000	0-7362-0933-6	Hampton-Brown
	High Point: Level C, Student Edition	7-8	2000	0-7362-0965-4	Hampton-Brown
Math	Mathematics Concepts & Skills, St. Ed.	7-8	2001	0-618-05048-5	McDougal Littell
	Pre-Algebra, Student Edition	7-8	2001	0-13-050486-6	Prentice Hall
	Algebra 1, Student Edition	7-8	2001	0-13-044263-1	Prentice Hall
	Geometry, Student Edition	8	2001	0-395-93777-9	McDougal Littell
Science	Life Science, Student Edition	7	2007	0-03-046523-0	Holt, Rinehart, Winston
	Physical Science, Student Edition	8	2007	0-03-046528-1	Holt, Rinehart, Winston
	Earth Science (Honors) Student Edition	8	2006	0-13-166755-6	Pearson/Prentice-Hall
Social Science	World History, Student Edition	7	2006	0-03-073399-5	Holt, Rinehart, Winston
	U.S. History, Student Edition	8	2006	0-03-041228-5	Holt, Rinehart, Winston

Textbooks for four core content areas per pupil:

High School

<i>Discipline</i>	<i>Title</i>	<i>GL</i>	<i>©</i>	<i>ISBN</i>	<i>Publisher</i>
Language Arts	Literature & Language Arts, Student Ed.	9	2003	0-03-056494-8	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	10	2003	0-03-056496-4	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	11	2003	0-03-056497-2	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	12	2003	0-03-056498-0	Holt, Rinehart, Winston
	The Language of Composition, Student Ed.	AP 11	2008	0-312-45094-X	Bedford/St. Martins
	Bedford Intro. to Literature, Student Ed.	AP 12	2008	0-312-47200-5	V.H.P.S.
Language Arts (Intervention)	Language! 3rd Ed., Student Book A	9-12	2005	1-59318-262-7	Sopris West
	Language! 3rd Ed., Student Book B	9-12	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed., Student Book C	9-12	2005	1-59318-321-6	Sopris West
	Language! 3rd Ed., Student Book D	9-12	2005	1-59318-371-2	Sopris West
	Language! 3rd Ed., Student Book E	9-12	2005	1-59318-375-5	Sopris West
Language Arts (ELD)	Shining Star: Keys to Learning, Student Ed.	9-12	2005	0-13-189221-5	Pearson Education
	Shining Star: Introduction, Student Ed.	9-12	2005	0-13-111285-6	Pearson Education
	Shining Star: Level A, Student Ed.	9-12	2005	0-13-093931-5	Pearson Education
	Shining Star: Level B, Student Ed.	9-12	2005	0-13-093933-1	Pearson Education
	Shining Star: Level C, Student Ed.	9-12	2005	0-13-093934-X	Pearson Education

Textbooks for four core content areas per pupil:

High School

Discipline	Title	GL	©	ISBN	Publisher
Math	Algebra I, CA Student Edition	9-12	2001	0-13-044263-1	Pearson/Prentice-Hall
	Geometry-Concepts & Skills, Student Edition	9-12	2001	0-618-08758-3	McDougal Littell
	Geometry, Student Edition	9-12	2001	0-395-93777-9	McDougal Littell
	Algebra 2, Student Edition	9-12	2001	0-395-93778-7	McDougal Littell
	Trigonometry, Student Edition	9-12	2007	0-618-64333-8	McDougal Littell
	Precalculus w/Limits: A Graphing Approach, CP, Student Edition	9-12	2005	0-618-49899-0	McDougal Littell
	Elementary Statistics, a Step by Step Approach, Student Edition	11-12	2006	0-07-327160-8	Glencoe/McGraw-Hill
	The Practice of Statistics, TI83/89 Graphing, Student Edition	AP	2003	0-7167-4773-1	VHPS
	Calculus, Student Edition	AP	2006	0-618-50300-5	McDougal Littell
Science	Earth Science, Student Ed.	9-12	2006	0-13-166755-6	Pearson/Prentice-Hall
	Biology—Dynamics of Life, Student Ed.	9-12	2000	0-02-828242-6	Glencoe/McGraw-Hill
	Modern Biology, (Honors) Student Ed.	9-12	2006	0-03-065178-6	Holt, Rinehart, Winston
	Astronomy Today, Student Ed.	9-12	2002	0-13-094334-7	Prentice-Hall
	Biochemistry, Student Ed.	9-12	2000	0-07-228331-9	McGraw-Hill
	Modern Chemistry, Student Ed.	9-12	1999	0-03-051122-4	Holt, Rinehart, Winston
	Environmental Science, (Ecology) Student Ed.	9-12	2005	0-07-293074-8	McGraw-Hill
	Essentials in Geology, Student Ed.	9-12	2000	0-13-028287-1	Prentice-Hall
	Foundations in Microbiology, Student Ed.	9-12	2005	0-07-255298-0	McGraw-Hill
	Recombinant DNA & Biotechnology, Student Ed. (Microbiology)	9-12	1996	1-55581-110-8	American Society
	Physics: Principles & Problems, Student Ed.	9-12	1999	0-02-825473-2	Glencoe/McGraw-Hill
	Conceptual Physics, Student Ed.	9-12	1998	0-321-00971-1	Addison Wesley
	Fundamentals of Anatomy & Physiology, Student Ed. (Physiology)	10-12	2006	0-13-195644-2	Prentice-Hall
	Chemistry in the Community, Student Ed.	11-12	2006	0-7167-8919-1	VHPS
	Criminalistics, Student Ed. (Forensic Science)	11-12	2004	0-13-113706-9	Prentice-Hall
	Biology by Campbell, Student Ed.	AP	2011	013-137504-0	Pearson
	Chemistry & Chemical Reactivity, Student Ed.	AP	2006	0-534-99766-X	Harcourt-Brace
	Physics, Student Ed.	AP	2000	0-471-32146-X	Wiley & Sons
	Environmental Science: Earth as a Living Planet, Student Ed.	AP	2003	0-471-38914-5	Wiley & Sons
Science (EL)	Earth Science, Student Edition	9-12	2003	0-13-023815-5	Pearson/AGS Globe
Social Science	World Geography & Cultures, Student Ed.	9	2008	0-07-874529-2	Glencoe/McGraw-Hill
	Modern World History, Student Ed.	10	2006	0-618-55715-6	McDougal Littell
	American Anthem, Student Ed.	11	2007	0-03-043299-5	Holt, Rinehart, Winston
	Magruder's American Gov't, Student Ed.	12	2006	0-13-133579-0	Pearson/Prentice-Hall
	Economics-Principles in Action, Student Ed.	12	2007	0-13-133487-5	Pearson/Prentice-Hall
	Understanding Psychology, Student Ed.	9-12	2008	0-07-874517-9	Glencoe/McGraw-Hill
	The Earth & Its Peoples, Student Ed.	AP	2008	0-618-77148-6	McDougal Littell
	The American Pageant, Student Ed.	AP	2006	0-618-47940-6	McDougal Littell
	Government in America-People, Politics & Policy, Student Ed.	AP	2008	0-13-134760-1	Pearson/Prentice-Hall
	Comparative Politics, Student Ed.	AP	2006	0-495-09162-6	Thompson/Wadsworth
	Economics, AP Student Ed.	AP	2008	0-07-329392-9	McGraw-Hill
	Psychology, Student Ed.	AP	2007	0-13-196070-9	Pearson/Allyn & Bacon

Textbooks for four core content areas per pupil:

High School

Discipline	Title	GL	©	ISBN	Publisher
Social Science (EL)	Pacemaker World Geography, St. Ed.	9-12	2002	0-13-023674-8	AGS Globe Fearon
	Pacemaker World History, St. Ed.	9-12	2008	0-7854-6391-7	AGS Globe Fearon
	Pacemaker US History, St. Ed.	9-12	2004	0-13-024410-4	AGS Globe Fearon
	Pacemaker American Gov't, St. Ed.	9-12	2001	0-7854-3871-8	AGS Globe Fearon
	Pacemaker Economics, St. Ed.	9-12	2001	0-13-023613-6	AGS Globe Fearon

Textbooks for World Languages and Health per pupil:

Discipline	Title	GL	©	ISBN	Publisher
World Languages	Paso a Paso: Level 1, Student Edition (Spanish)	9-12	2000	0-673-58922-6	Prentice-Hall
	Paso a Paso: Level 2, Student Edition (Spanish)	9-12	2000	0-673-58923-4	Prentice-Hall
	Paso a Paso: Level 3, Student Edition (Spanish)	9-12	2000	0-673-58924-2	Prentice-Hall
	Abriendo puertas: Antologia de literature en espanol Tomo Level 1, Student Edition (Spanish V Honors)	9-12	2003	0-618-22206-5	McDougal Littell
	Abriendo puertas: Antologia de literature en espanol Tomo Level 2, Student Edition (Spanish V Honors)	9-12	2003	0-618-22207-3	McDougal Littell
	A toda vela, Student Edition (Spanish)	AP	2008	0-8219-3714-6	EMC Publishing
	TuMundo, Student Edition (Spanish for Native Speakers)	9-12	1997	0-669-43334-9	Heath
	Nuestra Nundo, Student Edition (Spanish for Native Speakers)	9-12	1997	0-669-43336-5	Heath
	Allez Viens!: Level 1 (French)	9-12	2000	0-03-052079-7	Holt, RinehartWinston
	Allez Viens!: Level 2 (French)	9-12	2000	0-03-052082-7	Holt, RinehartWinston
	Allez Viens!: Level 3 (French)	9-12	2000	0-03-052083-5	Holt, RinehartWinston
	Ensemble Gramaire (French IV)	9-12	1999	047-0002-88-3	People's Publishers
	Ensemble Culture et Societe (French IV)	9-12	1999	047-0002-90-5	People's Publishers
	Ensemble Litterature (French IV)	9-12	1999	047-0004-55-X	People's Publishers
	En Bonne Forme, (French AP)	AP	2001	0-618-01241-9	McDougal Littell
	Deutsch Aktuell: Level 1 (German)	9-12	1998	0-8219-1449-9	EMC Paradigm
	Deutsch Aktuell: Level 2 (German)	9-12	1998	0-8219-1488-X	EMC Paradigm
	Deutsch Aktuell: Level 3 (German)	9-12	1998	0-8219-1701-3	EMC Paradigm
	Ubungsbuch Kaleidoskop (German)	AP	1998	0-395-89028-4	McDougal Littell
	Adventures in Japanese: Level 1	9-12	2004	0-88727-421-8	JP Trading Inc.
	Adventures in Japanese: Level 2	9-12	2004	0-88727-430-7	JP Trading Inc.
	Adventures in Japanese: Level 3	9-12	2004	0-88727-399-8	JP Trading Inc.
	Yookoso! Continuing with Contemporary Japanese	AP	2004	0-07-297496-6	McGraw-Hill
Discipline	Title	GL	©	ISBN	Publisher
Health	Glencoe Health, Student Edition	9-12	2004	0-07-826326-3	Glencoe/McGraw-Hill

Instructional Materials in the four core content areas:

Elementary School

<i>Discipline</i>	<i>Title</i>	<i>GL</i>	<i>©</i>	<i>ISBN</i>	<i>Publisher</i>
<i>Language Arts</i>	Sounds and Letters Skills Workbook	K	2002	0-07-571902-9	SRA/McGraw Hill
	Pre-Decodable/Decodable Takehome	K	2002	0-07-572526-6	SRA/McGraw Hill
	Phonics Skills Workbook	1	2002	0-07-570198-7	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	1	2002	0-07-569516-2	SRA/McGraw Hill
	Decodable Takehome #1	1	2002	0-07-572527-4	SRA/McGraw Hill
	Decodable Takehome #2	1	2002	0-07-572528-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	2	2002	0-07-570201-0	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	2	2002	0-07-571099-4	SRA/McGraw Hill
	Decodable Takehome	2	2002	0-07-572531-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	3	2002	0-07-570683-0	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	3	2002	0-07-571102-8	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	4	2002	0-07-570686-5	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	4	2002	0-07-571105-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	5	2002	0-07-571905-3	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	5	2002	0-07-571112-5	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	6	2002	0-07-570768-3	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	6	2002	0-07-571115-X	SRA/McGraw Hill
<i>Language Arts (Intervention)</i>	Language! 3 rd Ed, Interactive Reader Book A	3-6	2005	1-59318-264-3	Sopris West
	Language! 3 rd Ed, Content Mastery Book A	3-6	2005	1-59318-294-5	Sopris West
	Language! 3 rd Ed, Summative Test Book A	3-6	2005	1-57035-540-1	Sopris West
	Language! 3 rd Ed, Interactive Reader Book B	3-6	2005	1-59318-322-4	Sopris West
	Language! 3 rd Ed, Content Mastery Book B	3-6	2005	1-59318-295-3	Sopris West
	Language! 3 rd Ed, Summative Test Book B	3-6	2005	1-59035-541-X	Sopris West
	Language! 3 rd Ed, Interactive Reader Book C	3-6	2005	1-59318-323-2	Sopris West
	Language! 3 rd Ed, Content Mastery Book C	3-6	2005	1-59318-296-1	Sopris West
<i>Language Arts (ELD)</i>	Avenues, Practice Book Level A	K	2000	07362-1786X	Hampton-Brown
	Avenues, Practice Book Level B	1	2000	07362-18351	Hampton-Brown
	Avenues, Practice Book Level C	2	2000	07362-1884X	Hampton-Brown
	Avenues, Practice Book Level D	3	2000	07362-16782	Hampton-Brown
	Avenues, Practice Book Level E	4	2000	07362-17142	Hampton-Brown
	Avenues, Practice Book Level F	5-6	2000	07362-17509	Hampton-Brown
<i>Reference Materials</i>	Merriam-Webster's Primary Dictionary (Instructional supplemental resource)	1-2	2005	0-87779174-0	Merriam Webster
	Merriam-Webster's Elementary Dictionary (Instructional supplemental resource)	2-3	2005	0-87779575-4	Merriam Webster
	Merriam-Webster's Intermediate Dictionary (Instructional supplemental resource)	4-6	2004	0-87779579-7	Merriam Webster

Instructional Materials in the four core content areas:

Elementary School

<i>Discipline</i>	<i>Title</i>	<i>GL</i>	<i>©</i>	<i>ISBN</i>	<i>Publisher</i>
<i>Math</i>	GoMath, Practice Book	K	2011	978-054-758812-4	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	1	2011	978-054-758815-5	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	2	2011	978-054-758814-8	Houghton-Mifflin, Harcourt
	CA Mathematics: Workbook	3	2001	0-328-00877-X	Scott Foresman
	CA Mathematics: Workbook	4	2001	0-328-00878-8	Scott Foresman
	CA Mathematics: Workbook	5	2001	0-328-00879-6	Scott Foresman
	CA Mathematics: Workbook	6	2001	0-328-00880-X	Scott Foresman
<i>Science</i>	California Science: Workbook	K	2008	002-286145-9	MacMillan/McGraw-Hill
	California Science: Workbook	1	2008	002-285992-6	MacMillan/McGraw-Hill
	California Science: Workbook	2	2008	002-285999-3	MacMillan/McGraw-Hill
	California Science: Workbook	3	2008	002-286007-X	MacMillan/McGraw-Hill
	California Science: Workbook	4	2008	002-286016-9	MacMillan/McGraw-Hill
	California Science: Workbook	5	2008	002-286023-1	MacMillan/McGraw-Hill
	Earth Science: Workbook	6	2007	003-092478-2	Holt, Rinehart, Winston
<i>Social Studies</i>	Our World, Workbook	K	2007	015-341466-9	Harcourt Brace
	A Child's View, Workbook	1	2007	015-341467-7	Harcourt Brace
	People We Know, Workbook	2	2007	015-341468-5	Harcourt Brace
	Our Communities, Workbook	3	2007	015-341478-2	Harcourt Brace
	California, Workbook	4	2007	015-341479-0	Harcourt Brace
	The United States, Workbook	5	2007	015-341780-4	Harcourt Brace
	Ancient Civilizations, Workbook	6	2006	003-042088-1	Holt, Rinehart, Winston
	Student Primary Atlas	1-3	2007	015-342686-1	Harcourt Brace
	Student Intermediate Atlas	4-5	2007	015-342687-X	Harcourt Brace
	Student World Atlas	6	2006	003-079774-8	Holt, Rinehart, Winston

Instructional Materials in the four core content areas:

Middle School

Discipline	Title	GL	©	ISBN	Publisher
Core Novels	<i>A Day No Pigs Would Die</i>	7	1972	0-69433	Perma-Bound
	<i>Catherine, Called Birdy</i>	7	1994	0-47510	Perma-Bound
	<i>Dragonwings</i>	7	1975	0-81921	Perma-Bound
	<i>The Giver</i>	7	1997	1-17894	Perma-Bound
	<i>Lupita Manana</i>	7	1992	1-84701	Perma-Bound
	<i>Midsummer Night's Dream</i>	7	1997	1-96701	Perma-Bound
	<i>The Miracle Worker</i>	7	1956	1-97901	Perma-Bound
	<i>Walk Two Moons</i>	7	1994	3-18346	Perma-Bound
	<i>Adventures of Tom Sawyer</i>	8	1988	0-3004X	Perma-Bound
	<i>Dance Hall of the Dead</i>	8	1973	0-67275	Perma-Bound
	<i>Diary of Anne Frank</i>	8	1952	0-15601	Perma-Bound
	<i>The Hobbit</i>	8	1966	1-38401	Perma-Bound
	<i>House on Mango Street</i>	8	1989	1-41340	Perma-Bound
	<i>Light in the Forest</i>	8	1953	1-77201	Perma-Bound
	<i>The Outsiders</i>	8	1967	2-27501	Perma-Bound
	<i>Pigman</i>	8	1968	2-35001	Perma-Bound
	<i>Roll of Thunder, Hear My Cry</i>	8	1997	2-56701	Perma-Bound
Language Arts	Language! 3 rd Ed, Interactive Reader Book A	7-8	2005	1-59318-264-3	Sopris West
(Intervention)	Language! 3 rd Ed, Content Mastery Book A	7-8	2005	1-59318-294-5	Sopris West
	Language! 3 rd Ed, Summative Test Book A	7-8	2005	1-57035-540-1	Sopris West
	Language! 3 rd Ed, Interactive Reader Book B	7-8	2005	1-59318-322-4	Sopris West
	Language! 3 rd Ed, Content Mastery Book B	7-8	2005	1-59318-295-3	Sopris West
	Language! 3 rd Ed, Summative Test Book B	7-8	2005	1-59035-541-X	Sopris West
	Language! 3 rd Ed, Interactive Reader Book C	7-8	2005	1-59318-323-2	Sopris West
	Language! 3 rd Ed, Content Mastery Book C	7-8	2005	1-59318-296-1	Sopris West
	Language! 3 rd Ed, Summative Test Book C	7-8	2005	1-57035-542-8	Sopris West
	Language! 3 rd Ed, Interactive Reader Book D	7-8	2005	1-59318-372-0	Sopris West
	Language! 3 rd Ed, Content Mastery Book D	7-8	2005	1-59318-297-X	Sopris West
	Language! 3 rd Ed, Summative Test Book D	7-8	2005	1-59318-381-X	Sopris West
Language Arts	High Point, Basic Level, Student Workbook	7-8	2000	0-7362-1228-0	Hampton-Brown
(ELD)	High Point, Level A, Student Workbook	7-8	2000	0-7362-0903-4	Hampton-Brown
	High Point, Level B, Student Workbook	7-8	2000	0-7362-0935-2	Hampton-Brown
	High Point, Level C, Student Workbook	7-8	2000	0-7362-0967-0	Hampton-Brown
Reference Materials	Random House Webster's College Dictionary (1 per 3 student ratio in Honors English-Language Arts Classes)	7-8	2001	0-375-42560-8	Random House
	Webster's New World Thesaurus, Roget A-Z (1 per 5 student ratio)	7-8	1999	0-02-863122-6	MacMillan-IDG
Science	Life Science, Student Workbook	7	2007	0-03-092477-4	Holt, Rinehart, Winston
	Physical Science, Student Workbook	8	2007	0-03-092479-0	Holt, Rinehart, Winston
Social Science	Interactive Reader, Student Workbook	7	2006	0-03-042154-3	Holt, Rinehart, Winston
	Interactive Reader, Student Workbook	8	2006	0-03-041852-6	Holt Rinehart, Winston

Instructional Materials in the four core content areas:

High School

Discipline	Title	GL	©	ISBN	Publisher
Core Novels	Anthem	9	1946	0-16001	Perma-Bound
	Antigone	9	1958	0-16023	Perma-Bound
	At Risk	9	1986	0-20253	Perma-Bound
	Bean Trees	9	1988	0-25605	Perma-Bound
	The Chosen	9	1967	0-53601	Perma-Bound
	I Know Why the Caged Bird Sings	9	1969	1-49001	Perma-Bound
	Sophocles: The Oedipus Cycle	9	1977	2-19500	Perma-Bound
	Picture Bride	9	1987	2-34804	Perma-Bound
	Raisin in the Sun	9	1997	2-48801	Perma-Bound
	The Tragedy of Romeo and Juliet	9	1997	2-57151	Perma-Bound
	A Man For All Seasons	10	1990	1-88801	Perma-Bound
	Cyrano de Bergerac	10	1951	0-67001	Perma-Bound
	Fahrenheit 451	10	1953	0-94201	Perma-Bound
	Grapes of Wrath	10	1939	1-22201	Perma-Bound
	Lord of the Flies	10	1954	1-82201	Perma-Bound
	Master Harold and the Boys	10	1982	1-92500	Perma-Bound
	McTeague	10	1964	1-93376	Perma-Bound
	One Flew Over the Cuckoo's Nest	10	1970	2-23201	Perma-Bound
	Othello	10	1993	2-25801	Perma-Bound
	To Kill a Mockingbird	10	1960	3-03201	Perma-Bound
	Bless Me, Ultima	11	1972	0-33694	Perma-Bound
	Bury My Heart at Wounded Knee	11	1970	0-41888	Perma-Bound
	Catcher in the Rye	11	1951	0-47501	Perma-Bound
	The Crucible	11	1952	0-66101	Perma-Bound
	Ethan Frome	11	1970	0-91701	Perma-Bound
	Great Gatsby	11	1925	1-23701	Perma-Bound
	Pigs in Heaven	11	1993	2-35032	Perma-Bound
	The Scarlet Letter	11	1997	2-61401	Perma-Bound
	Their Eyes Were Watching God	12	1937	2-96350	Perma-Bound
	Animal Dreams	12	1990	0-14893	Perma-Bound
	Cry the Beloved Country	12	1948	0-66301	Perma-Bound
	Hamlet & Related Readings, McDougal	12	1997	1-30101	Perma-Bound
	Hamlet, Folger Edition	12	1992	4-77120	Perma-Bound
	The Joy Luck Club Ear	12	1989	1-65390	Perma-Bound
	Les Miserables	12	1964	1-98268	Perma-Bound
	Of Love and Shadows	12	1987	0-606-03879-5	Perma-Bound
	Pride and Prejudice	12	1988	2-42101	Perma-Bound
Language Arts	Language! 3 rd Ed, Interactive Reader Book A	9-12	2005	1-59318-264-3	Sopris West
(Intervention)	Language! 3 rd Ed, Content Mastery Book A	9-12	2005	1-59318-294-5	Sopris West
	Language! 3 rd Ed, Summative Test Book A	9-12	2005	1-57035-540-1	Sopris West
	Language! 3 rd Ed, Interactive Reader Book B	9-12	2005	1-59318-322-4	Sopris West
	Language! 3 rd Ed, Content Mastery Book B	9-12	2005	1-59318-295-3	Sopris West
	Language! 3 rd Ed, Summative Test Book B	9-12	2005	1-59035-541-X	Sopris West
	Language! 3 rd Ed, Interactive Reader Book C	9-12	2005	1-59318-323-2	Sopris West
	Language! 3 rd Ed, Content Mastery Book C	9-12	2005	1-59318-296-1	Sopris West
	Language! 3 rd Ed, Summative Test Book C	9-12	2005	1-57035-542-8	Sopris West
	Language! 3 rd Ed, Interactive Reader Book D	9-12	2005	1-59318-372-0	Sopris West
	Language! 3 rd Ed, Content Mastery Book D	9-12	2005	1-59318-297-X	Sopris West
	Language! 3 rd Ed, Summative Test Book D	9-12	2005	1-59318-381-X	Sopris West
	Language! 3 rd Ed, Interactive Reader Book E	9-12	2005	1-59318-376-3	Sopris West
	Language! 3 rd Ed, Content Mastery Book E	9-12	2005	1-59318-298-8	Sopris West
	Language! 3 rd Ed, Summative Test Book E	9-12	2005	1-59318-382-8	Sopris West

Instructional Materials in the four core content areas:

High School

<i>Discipline</i>	<i>Title</i>	<i>GL</i>	<i>©</i>	<i>ISBN</i>	<i>Publisher</i>
<i>Language Arts</i>	Shining Star: Keys to Learning, Student Workbook	9-12	2005	0-13-189223-1	Pearson Education
<i>(ELD)</i>	Shining Star: Introduction, Student Workbook	9-12	2005	0-13-111286-4	Pearson Education
	Shining Star: Level A, Student Workbook	9-12	2005	0-13-049954-4	Pearson Education
	Shining Star: Level B, Student Workbook	9-12	2005	0-13-049959-5	Pearson Education
	Shining Star: Level C, Student Workbook	9-12	2005	0-13-049968-X	Pearson Education
<i>Reference Materials</i>	Random House Webster's College Dictionary (provided at 1:3 ratio)	9-12	2001	0-375-42560-8	Random House
	Websters New World Thesaurus, Roget A-Z (provided at 1:5 ratio)	9-12	1999	0-02-863122-6	MacMillan-IDG
<i>Science</i>	Earth Science Guided Reading & Study Guide Workbook, Student Workbook	9-12	2006	0-13-125901-6	Pearson/Prentice-Hall
<i>Social Science</i>	World Geography & Cultures, Ready Essentials & Note-Taking Guide, Student Workbook	9	2008	0-07-878389-5	Glencoe/McGraw-Hill
	Modern World History: Patterns of Interaction, CA Standards Enrichment Student Workbook	10	2006	0-618-57708-4	McDougal Littell
	Holt CA American Anthem: Modern American History, CA Interactive Reader & Study Guide, Student Workbook	11	2007	0-03-077883-2	Holt, Rinehart, Winston
	Magruder's American Government, CA Guided Reading & Review, Student Workbook	12	2006	0-13-251363-3	Pearson/Prentice Hall
	CA Economics: Principles in Action, Guided Reading & Review Student Workbok	12	2007	0-13-067947-X	Pearson/Pentice Hall

Sufficient Laboratory Science Equipment:

<i>Discipline</i>	<i>Title</i>	<i>GL</i>	<i>©</i>	<i>ISBN</i>	<i>Publisher</i>
<i>Science</i>	Earth Science, Lab Manual, Student's Edition	9	2006	0-13-125898-2	Pearson/Prentice-Hall
	Biology: Dynamics of Life Lab Manual	9-12	2000	0-02-828251-5	McGraw-Hill
	Biology, BioSource Lab Program, Honors	9-12	1999	0-03-052044-4	Holt, Rinehart, Winston
	Modern Chemistry, Holt ChemFile Lab Program	9-12	1999	0-03-052993-X	Holt, Rinehart, Winston

Board Agenda Item

Supplement No. _____

Meeting Date August 21, 2012

Subject:

Elk Grove Unified School District Community Facilities District
2012-2013 Tax Report and Second Reading of Ordinance No. 1, 2012-2013

Division: **Facilities and Planning**

Action Requested: The Board, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, is asked to (1) receive and approve the 2012-2013 Elk Grove Unified School District Community Facilities District Tax Report, (2) conduct a second reading of the Report and adopt Ordinance No. 1, 2012-2013, and (3) direct Administration to deliver the Tax Report to the Sacramento County Auditor's Office.

Discussion:

Administration has prepared the 2012-2013 Elk Grove Unified School District Community Facilities District Tax Report, which sets the tax rate for each parcel within the District. The rate is based on information on each parcel in the District and tax formulas established by the passage of Measure A. The Tax Report will be used by the County of Sacramento to prepare tax bills and collect tax revenues for the 2012-2013 tax year. The Mello-Roos Act requires that the Board, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, adopt the Tax Report as a regular agenda item. The Act requires that the action taken by the Board is in the form of adopting an ordinance. Ordinance No. 1, 2012-2013, when adopted by the Board, allows Administration to make changes to the Tax Report in response to appeals from taxpayers, or, otherwise, in order to correct errors in the application of the special tax to particular parcels.

The Board, at the July 10, 2012, meeting, opened the hearing to receive public testimony regarding the tax. There was no testimony given. The Board then closed the meeting to public input. The Board conducted a first reading of the Ordinance No. 1, 2012-2013 (Exhibit A) and continued the item to August 21, 2012, for a second reading and adoption of the ordinance.

The 2012-2013 Tax Report continues the current and maximum tax rate of \$3.82 per month (or \$45.84 per year) for "existing" development and \$9.82 per month (or \$117.84 per year) for "future" development per equivalent taxable unit according to the manner specified in Resolution No. 27, 1986-87. Due to the March 10, 1998, bond election, future development occurring from July 1, 1998, through June 30, 2001, was assessed at \$15.00 per month (or \$180.00 per year) per taxable unit. Future development occurring from July 1, 2001, will be assessed \$16.67 per month (or \$200.00 per year) per taxable unit.

The Board-adopted and voter-approved Financial Plan allows for the appeal of the tax rate for a parcel. The Board should receive input from the public regarding appeals of a specific tax for a parcel of land only. The actual tax formula cannot be appealed since the formula was established by the electorate when they approved Measure A. All appeals should be directed to Administration for consideration and the Board should proceed with the adoption of the Tax Report and Ordinance No. 1, 2012-2013. The Tax Report will be delivered to the Sacramento County Auditor's Office no later than August 24, 2012. A summary of the revised Tax Report is attached.

Financial Summary:

N/A

Prepared By: Marcia Grambusch *mg* Division Approval: Robert Pierce *RP*
Prepared By: Kim Williams *KW* Superintendent Approval: Steven M. Ladd, Ed.D. *SML*

August 21, 2012

Summary of the 2012-2013 Tax Report*

Tax Rate Description/Category	2012-2013 Tax Levy	2011-2012 Tax Levy	Percentage Change
Tax Revenue	\$14,037,446	\$14,573,266	-3.7%
Parcels	100,857	100,801	0.1%
Taxable Units	127,917	130,460	-1.9%
Total Dwelling Units	118,715	124,754	-4.8%
Existing Dwelling Units	33,546	33,528	0.1%
Future Planned Dwelling Units	9,993	15,563	-35.8%
Future Approved Dwelling Units	75,176	75,663	-0.6%
Commercial/Industrial Acres	6,190	6,149	0.7%
Senior Reductions	3,849	3,721	3.4%

**Subject to update and corrections as required*

ELK GROVE UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1

ORDINANCE NO. 1, 2012-2013

An Ordinance of the Board of Education of the Elk Grove Unified School District, Acting on Behalf of the Elk Grove Unified School District Community Facilities District No. 1, Approving the Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2012-2013, and Levying and apportioning the Special Tax as Provided Therein.

WHEREAS, the Board of Education of the Elk Grove Unified School District (the "Board") on January 26, 1987, duly adopted its Resolution No. 27, 1986-87 (the "Resolution") reconfirming the establishment of the Elk Grove Unified School District Community Facilities District No. 1 (the "Community Facilities District") for the purpose of providing for the financing of certain facilities in and for the Community Facilities District and providing for the levy of a special tax in and for the Community Facilities District; and

WHEREAS, at elections held in the Community Facilities District on April 28, 1987, and March 10, 1998, the qualified electors therein duly authorized the levy and collection of a special tax to be used for the purpose of paying the costs of such facilities; and

WHEREAS, the Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2012-2013, (the "Tax Report") has been submitted to the Board, and the Board has determined to approve the Tax Report and to levy the special tax at the rates specified in the Tax Report and to apportion them in the manner specified in the Resolution;

NOW, THEREFORE, the Board of Education of the Elk Grove Unified School District, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, ordains as follows:

SECTION 1. The Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2012-2013, in the form submitted to this meeting and on file with the Board, is hereby approved and adopted. The Superintendent and his designees are hereby authorized to make changes to the Tax Report in response to appeals from taxpayers, or, otherwise, in order to correct errors in the application of the special tax to particular parcels.

SECTION 2. Pursuant to Section 53340 of the Government Code of the State of California, the special tax is hereby levied at the rates specified in the Tax Report and is hereby apportioned in the manner specified in the Resolution (and as more particularly described in the Tax Report).

SECTION 3. The Superintendent shall deliver the Tax Report, together with a certified copy of this Ordinance, to the Auditor of the County of Sacramento no later than August 24, 2012.

SECTION 4. Pursuant to Section 53340 of the Government Code for the State of California, the special tax shall be collected by the Tax Collector of the County of Sacramento in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

SECTION 5. In order to have the tax levied hereby collected in the next tax collection period and thereby available to finance the facilities approved by the electors of the Community Facilities District, the Tax Report, together with an ordinance which has been duly adopted and is in effect, must be delivered to the Auditor of the County of Sacramento no later than August 24, 2012.

ELK GROVE UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1

ORDINANCE NO. 1, 2012-2013

SECTION 6. The Clerk of the Board is hereby directed to cause this ordinance to be published within fifteen (15) days after its adoption in The Elk Grove Citizen, a newspaper of general circulation in the Community Facilities District.

PASSED AND ADOPTED by the Board of Education of the Elk Grove Unified School District this 21st day of August 2012 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Education of the
Elk Grove Unified School District

ATTEST:

Clerk of the Board of Education of
the Elk Grove Unified School District

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 7

Board Agenda Item

Supplement No. _____

Meeting Date 8-21-12

Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the regular board meeting held July 10, 2012, and the special board meeting held July 23, 2012.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item**Subject:** Personnel Actions**Division:** Human Resources**Action Requested:**

Recommend the Board of Education approve the personnel actions as attached.

Discussion:**CERTIFICATED:**

APPROVE:

1. New Hire(s) [12]
2. Leave(s) of Absence
3. Reassignment(s)
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)
7. Returning from Leave(s) of Absence

CLASSIFIED:

APPROVE:

1. New Hire(s) [7]
2. Promotion(s)
3. Resignation(s)
4. Retirement(s)

Financial Summary:

Prepared by: _____

Departmental Approval: Glen De Graw Prepared by: Evelyn Laluan Superintendent Approval: Steven M. Ladd, Ed.D 

Board Agenda Item**Subject:**Department: Human Resources

New Student Placement Agreement with Azusa Pacific University.

Action Requested:

Approval of a new Student Teaching agreement between Azusa Pacific University and Elk Grove Unified School District.

Discussion:

The following university has submitted a request for a 3 year agreement with Elk Grove Unified School District and Azusa Pacific University for their Single Subject, Multiple Subject/Special Education Credentialing programs.

Approval is needed to grant this agreement.

The length of the contract:
Azusa Pacific University

July 1, 2012-June 30, 2015

Financial Summary:Prepared By: _____ Division Approval: _____ Glen De Graw *ED for G.D.*

Prepared By: _____ Superintendent Approval: _____ Steven M. Ladd, Ed.D.

**STUDENT TEACHER
AGREEMENT**

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and the **Elk Grove Unified School District**, hereinafter called the **DISTRICT**:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide student teaching experience and to provide supervised field experience as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

I.

The District shall provide teaching experience through student teaching in schools and classes of the district for students of the University who possess a valid certificate of clearance and are assigned by the University to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for student teaching any student of the University assigned to student teaching in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to student teaching in the District.

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.

II.

Student Teaching

“Full-time student teaching” is an assignment for the regular school day for the full 18-week public school semester, including all adjunct duties normally performed by a teacher.

At the secondary level, a full-time assignment is four periods of student teaching, one period of planned observation, and one preparation period for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher. For the summer internship program, a full-time assignment is four periods of student teaching for six weeks.

For special education, a full-time assignment is a full school day in an appropriate mild/moderate or moderate/severe setting for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is nine weeks in a primary (K-3) classroom and nine weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

III.

An assignment of a student of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester and, as much as possible, shall begin on the first day of the District semester and continue through the last day of the District semester.

IV.

Within a reasonable time following the close of each assignment, the District shall submit an invoice, in duplicate, to the University for payment, at the rate provided herein, for

all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

V.

Neither the University nor the District will provide transportation for students between the UNIVERSITY and the District school. Each student shall be responsible for his or her transportation.

VI.

The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.

The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and students. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.

The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

VII.

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

VIII.

The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's students

while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

IX.

The University shall indemnify, save and hold harmless the District, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the University, and its officers, directors, agents, students and employees during the course and scope of a University student's clinical training.

The District shall indemnify, save and hold harmless the University, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, agents or employees during the course and scope of a University student's clinical training.

X.

The term of this agreement shall commence on July 1st, 2012 and terminate on June 30th, 2015.

XI.

Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their student-teaching assignment may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the classroom at any time.

The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

The following signatures hereby indicate approval of this contract:

Azusa Pacific University

By _____

Anita F. Henck, Ph.D.

Dean, School of Education

Date _____

Elk Grove Unified School District

By

Title Director of Fiscal Services

Date _____

W/216
8/7/12

Board Agenda Item

Supplement No.: _____

Meeting Date: August 21, 2012**Subject:**Department: Human Resources

Visiting Educator Agreement with Sacramento Area Science Project (SASP) with UC Davis and Elk Grove Unified School District

Action Requested:

Approval for the extension and increase of time for Visiting Educator, Kaye Schwartz, Integrated Science Teacher, James Rutter Middle School, to continue her work as a SASP Coordinator .

Discussion:

The following university has submitted a request for a 1 year agreement with Elk Grove Unified School District and UC Davis, Sacramento Area Science Project (SASP). Increase in agreement from 40% to 60%.

Approval is needed to grant this agreement.

The length of the contract:
UC Davis University SASP

August 1, 2012-June 30, 2013

Financial Summary:

Prepared By: _____ Division Approval: _____ Glen De Graw *EL for GD*

Prepared By: _____ Superintendent Approval: _____ Steven M. Ladd, Ed.D.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its California Science Project at its Davis campus (University) and ELK GROVE UNIFIED SCHOOL DISTRICT (District) on behalf of Kay Schwartz (Employee).

The parties agree as follows:

1. Services by District. District shall provide Employee at 60% of her time and salary to serve as Small Learning Communities Grant Coordinator also known as the Sacramento Area Science Project (SASP) Coordinator for University. A detailed description of the work to be performed is set forth in "Scope of Work", attached hereto and made a part hereof as "Exhibit A".
2. Time/Date/Location. The above-described services shall be provided between August 13, 2012 and June 30, 2013 at the University of California, Davis in Davis, CA. Exact dates Employee shall work at University are shown in "2012-2013 School Year Calendar", attached hereto and made a part hereof as "Exhibit B".
3. Reimbursement by University. In consideration of the services described in section 1 and upon invoice from District, University shall reimburse District the amount of \$58,547.00 as described on "Exhibit C" attached and made a part hereof.
4. Independent Contractor Status. The Employee who provides the services described in Section 1 to University is not an agent or employee of University and will not be covered by University's workers' compensation insurance or unemployment insurance nor shall Employee be entitled to any other University benefit. Employee shall remain an employee of District during the term of this agreement.
5. Vacation Time and Sick Leave. As an employee of District, Employee is entitled to work according to the District calendar in terms of vacation and sick leave. As such, Employee is entitled to time off as set forth in "Vacation Time and Sick Leave", attached hereto and made a part hereof as "Exhibit D".
6. Termination. This agreement may be terminated by either party upon five (5) working days' written notice to the other party. If this agreement is terminated at any time during its term, District shall be reimbursed for all completed services rendered up to and including its last day of service. University reserves the right to determine what shall be deemed completed services.
7. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.

8. Indemnification. The parties shall defend, indemnify, and hold each other harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

9. Insurance. District warrants that it shall maintain during the term hereof policies of insurance containing the coverages and minimum limits described in the following subsections. Such coverages shall provide for thirty (30) days advance written notice to University of any policy modification, change, or cancellation. The coverages described in subsections 9.1. and 9.2. must name "The Regents of the University of California" as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control. District shall provide University with a certificate of insurance evidencing the insurance requirements.

9.1. General Liability: Comprehensive or commercial form general liability insurance. If this insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

a. each occurrence	\$1,000,000
b. products/completed operations aggregate	\$2,000,000
c. personal and advertising injury	\$1,000,000
d. general aggregate	\$2,000,000

9.2. Business Automobile Liability: Business automobile insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000.

9.3. Workers' Compensation: Workers' compensation insurance as required by California law.

10. Notification. Any notice required or permitted hereunder shall be sent to the appropriate parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, addressed as set forth in this section. Either party may change its address by written notice to the other during the term.

10.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY	DISTRICT
Melanie Brown	Kathleen Flint
Business Contracts & Analysis	Elk Grove Unified School District
One Shields Avenue	9510 Elk Grove Florin Road
University of California	Elk Grove, CA 95624
Davis, California 95616	
E-mail: mcbbrown@ucdavis.edu	E-mail: kflint@egusd.net

10.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Thu Pham	Telephone: (530) 752-8467
School of Education	E-mail: tjpham@ucdavis.edu
Room 231	
University of California	
One Shields Avenue	
Davis, California 95616	

11. Applicable Law. This agreement shall be construed pursuant to California law.

12. Use of University's Proprietary Marks. District shall not use the name or proprietary marks of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

14. Time Limit for Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.

15. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

16. Sections / References. All references made in this agreement to sections, subsections, paragraphs, subparagraphs, or other locations shall refer to this document, exclusive of incorporated materials, unless otherwise specifically stated and identified. Section and subsection headings are solely for the convenience of the reader and are not to be substantively construed.

17. Ambiguities. Each party has had the opportunity to participate fully in the review and revision of this agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this agreement. The language in this agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

18. Federal Contract Compliance. If this agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, District shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

19. Federal Exclusion Warranty. District warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<http://epls.gov>). This agreement shall be subject to immediate termination in the event that District is excluded from participation in any federal healthcare or procurement program.

ELK GROVE UNIFIED
SCHOOL DISTRICT

Carrie Hargis

by: _____

(authorized signature)

print name: Carrie Hargis

title: Director of Fiscal Services

date: _____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by: _____

Deborah Fraga-Decker

Deborah Fraga-Decker

Associate Director

Contracting Services

date: _____

8/2/12

*MPIC
8/2/12*

Exhibit "A"

Scope of Work for SASP Coordinator August 2012 - June 2013

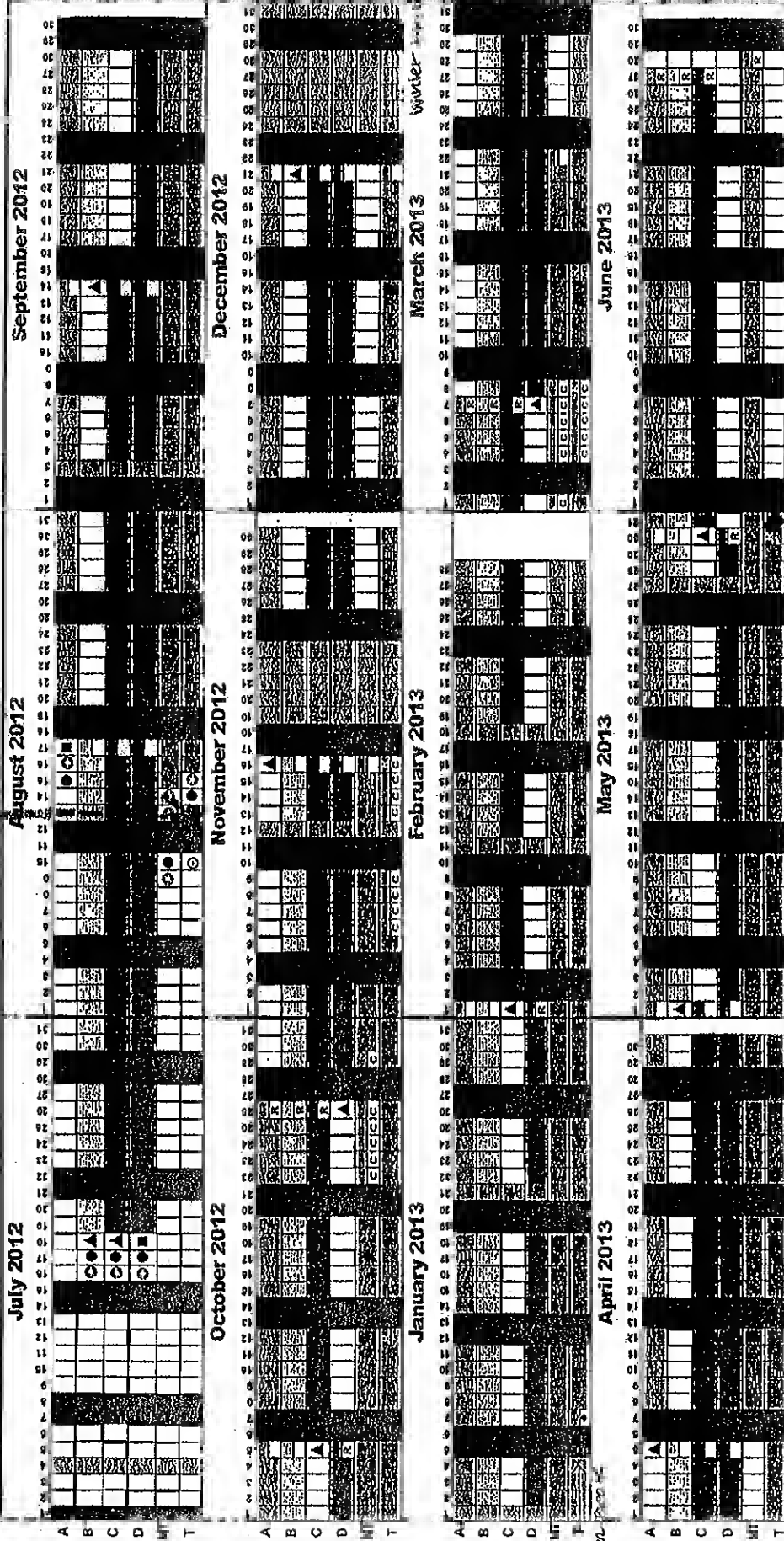
The SASP Coordinator will be responsible for the following:

- Assist the SASP Director in carrying out the activities of SASP in its work with teachers in the region and with California Science Project leaders across the state
- Classrooms coaching with teachers in the SLC program (five high schools Rosemont, Johnson, Burbank, McClatchy, Kennedy) during the 2012-13 school year (September 2012 to June 2013)
- Prepare for and participate in monthly meetings with the SASP Director about the SLC program - keeping the director updated on progress, challenges and status of the SLC efforts at schools
- Organizing and archiving data and evidence from the SLC program
- Assist in making arrangements for any SLC events (i.e. field trips) associated with the SLC program
- Preparation of reports for SCUSD relative to the SLC program
- Assist the SASP Director with the Dinner With A Scientist program and participate in DWAS meetings with partner agencies
- Logistic oversight of the Dinner With A Scientist program - including all arrangements for the event location, catering, inviting of scientists, team (teachers and students) recruitment, publicity, and program follow-up
- Participate in the design and administration of the assessment and evaluation tools for the DWAS program
- Entry of all relevant data from the SLC program and the DWAS program and their participants into the CSMP Database

ELK GROVE UNIFIED SCHOOL DISTRICT

2012-2013 SCHOOL YEAR CALENDAR

First Day



PARENT KEY

- A Track
- B Track
- C Track
- D Track
- K-6 Only Full
- School Day
- Holiday
- Minimum Day
- Report Card
- K-6 Conference
- Modified Track
- Traditional

Breaks, Round Holidays and Highlights

- July 4 - Independence Day
- July 19 - First day of school
- Aug. 20 - First day of school
- Sept. 3 - Labor Day
- Nov. 12 - Veterans Day
- Nov. 19-23 - Thanksgiving Break
- Dec. 24 - Christmas Break
- Jan. 21 - Martin Luther King, Jr. Day
- Feb. 11 - Lincoln's Birthday
- Feb. 18 - Washington's Birthday
- May 27 - Memorial Day
- June 27 - Last day of school

Notes

- Jan. 21, Martin Luther King, Jr. Day
- Feb. 11, Lincoln's Birthday
- Feb. 18, Washington's Birthday
- March 25-29, Spring Break, Trad
- May 27, Memorial Day
- Last day of school - see reverse
- NOTE: Schools on a block schedule may
- observe days for report cards and minimum days

Exhibit "C"

Report No.
2012-13 S.E.E.

ELK GROVE UNIFIED SCHOOL DISTRICT
Budget Department
July 31, 2012

7/31/2012
11:05 AM

2012/13 BUDGET DEVELOPMENT
SALARY AND BENEFIT COMPUTATION
TEACHER RELEASE

OBJECT CODE	DESCRIPTION	RATE	F.T.E.	FULL	EMPLOYEE COSTS MINIMUM
A. CALCULATION:					
<u>SALARY ACCOUNTS</u>					
1113	Regular Teacher		0.6000	\$47,214	
<u>EMPLOYEE BENEFITS</u>					
3101	S.T.R.S.	8.2500%		\$3,895	
3351	Medicare	1.4500%		685	
3401	H & W	\$6,914		4,148	
3403	H & W - Employee EG8ERT	(\$840)		(504)	
3501	Unemployment Insurance	1.1000%		\$19	
3601	Workers' Compensation Ins.	1.7500%		826	
3751	H & W - Retirees	\$1,320		792	
3753	EG8ERT	1.0000%		472	
3755	EG8ERT Add'l	1.0000%		472	
3911	Life Insurance	\$47		28	
Total Employee Benefits				\$11,333	
TOTAL SALARY & BENEFITS				0.6000	\$58,547

B. INFORMATION NECESSARY FOR COMPUTATION:

1. Object Code.	1113
2. Object Code Description.	Regular Teacher
3. F.T.E.	0.6000
4. Estimated Salary Per FTE:	\$78,690
5. Bargaining Unit (1-9):	1
6. Fiscal Year:	12/13
7. Full Benefits as a % of Salary	24.00%
8. Management - Resource	TEACHER RELEASE

BARG. UNITS

- 1 = E.G.E.A.
- 2 = A.T.U.
- 3 = A.F.S.C.M.E.
- 4 = CERT. MGT.
- 5 = SOC. WKRS.
- 6 = CLSFD. MGT.
- 7 = EGTEAMS (27)
- 8 = EGTEAMS
- 9 = C.S.E.A.

C. EXPLANATION OF ASSUMPTIONS & PURPOSE FOR ESTIMATE:

REQUESTED BY: GLEN DEGRAW
FOR: 60% RELEASE OF KAYE SCHWARTS TO UCS
SALARY PLACEMENT: 10-8-17

FOR PLANNING PURPOSES ONLY. IMPLEMENTATION REQUIRES CABINET APPROVAL

" " " " " "
Exhibit D
ARTICLE 18

Leaves

18.1 Definitions

- 18.101** Paid leave is a leave in which a unit member receives his/her full salary. Unit members on paid leave will receive, during his/her absence, the benefits included in Article 22.
- 18.102** Partially paid leave is a leave in which a unit member receives part of his/her full salary. Unit members on partially paid leave will receive, during his/her absence, the benefits included in Article 22.
- 18.103** Unpaid leave is a leave in which a unit member receives no salary. A unit member on unpaid leave may participate at his/her own expense in the benefits included in Article 22.
- 18.104** Immediate family shall mean the mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child/parent, registered domestic partner, or any relative living in the immediate household of the employee.

18.2 General Provisions

- 18.201** Prior approval by the Board of Education or its designee is required for the following leaves: extended illness, imminence of death, long-term, child rearing, foreign educational employment, sabbatical, and legislative.
- 18.202** Prior approval is not required for the following leaves: sick leave, personal necessity leave, bereavement, jury and legal, industrial accident and illness, maternity, Association.
- 18.203** The district may require written verification and/or documentation by a unit member that the leave taken was for the purpose described in this article.
- 18.204** A unit member on leave of absence shall be entitled upon his/her return to a position for which he/she is properly credentialed and trained and every effort will be made to return the employee to a position of his/her choice.
- 18.205** A unit member's leave may be extended. A written request for such extension shall be made no later than eight (8) weeks preceding the expiration of the original leave.

- 18.206 No later than November 1 of each year, each unit member shall be provided with a written statement of his/her accumulated sick leave including entitlement for the current year.

18.3 Sick Leave

- 18.301 Full-time unit members shall be entitled to leave of absence for illness, accident, quarantine, or injury at full pay at the rate of one (1) day per working month. In no case shall the amount be less than ten (10) days for full-time ten (10) month employees, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and transferable from district to district.
- 18.302 Part-time unit members under contract shall be entitled to sick leave in the ratio that their service bears to full-time service.
- 18.303 Summer school unit members can earn non-accumulative sick leave at the rate of one (1) day per month. Sick leave earned shall apply only to teaching summer session and may not be used during the regular school year, nor shall sick leave earned during the regular year or through adult teaching be used during summer session teaching.
- 18.304 A unit member who resigns and is re-employed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.
- 18.305 While on paid or unpaid leave of absence, a unit member shall maintain, but not add to, any sick leave credit accumulated prior to such leave.

18.4 Extended Illness Leave

- 18.401 A partially paid leave shall be granted, after all earned sick leave days at full pay have been used and additional absence from his/her duties due to illness or accident is necessary for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member.
- 18.402 The amount deducted from the salary due him/her for any month in which the absence occurs shall be the daily substitute rate for the first twenty (20) days and the long-term substitute rate thereafter. A doctor's certification of the necessity of this leave may be required.

18.5 Personal Necessity Leave

- 18.501 Up to ten (10) days of leave of absence for illness or injury may be used for personal necessity.

18.502 Advance permission shall not be required for any of the following purposes: (1) death or serious illness of a member of his or her immediate family. (2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family. (3) The birth or adoption of his/her child. (4) Death involving close friends or relatives other than immediate family. (5) Accident involving relatives other than members of the immediate family. (6) Illness involving relatives other than members of the immediate family. (7) Attendance at religious observances, weddings, or observances honoring a unit member or members of employees of the unit member's immediate family. (8) Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday. (9) Unexpected personal or family situation which require immediate attention. (10) Appearance in court as a litigant.

18.503 The days may not be taken to vacation, to extend holidays, nor to engage in concerted activities. The days are sick leave days and are not in addition to the current contribution of ten (10) days annually.

18.504 The district may require appropriate written verification and/or documentation that this leave was taken for the purposes described in this article.

18.6 Long Term Leave

Unpaid long-term leaves for personal reasons, in excess of ten (10) days, may be granted.

18.7 Bereavement Leave

Unit members shall be granted three (3) days paid leave of absence on account of death or any member of his/her immediate family and five (5) days if out-of-state travel is required. Prior approval is not required. Bereavement Leave days shall not be deducted from the sick leave balance.

18.8 Imminence of Death Leave

18.801 A partially paid leave not to exceed fifteen (15) days may be granted for a doctor certified critical or terminal illness of a member of the immediate family.

18.802 The cost of a substitute will be deducted from the employee's salary warrant.

18.9 Jury and Legal/Legislative Leave

18.901 A unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty.

18.902 A unit member shall be entitled to as many days paid leave as are necessary for appearance in any job-related legal proceeding.

18.903 A unit member elected to a public office may be granted an unpaid leave of absence for his/her term or terms of office.

18.10 Industrial Accident and Illness Leave

- 18.1001 Pursuant to the provisions of California Education Code Section 44984, a unit member who has been continuously employed in the Elk Grove Unified School District shall be provided a partially paid leave of absence for industrial accident or illness under the following rules and regulations:
- 18.1002 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- 18.1003 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but may not exceed sixty (60) working days in any one (1) year.
- 18.1004 Allowable leave shall not be accumulated from year to year.
- 18.1005 The leave under these rules and regulations shall commence on the first day of the absence.
- 18.1006 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 18.1007 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 18.1008 When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity check received on account of his/her industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 18.1009 The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the district.
- 18.1010 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

18.1011 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983) and his/her absence for such purpose.

18.11 Maternity Leave

18.1101 A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use his/her sick leave for the above.

18.1102 A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery, provided such leave shall not exceed one (1) calendar year.

18.1103 Request for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

18.12 Parental Leave

A unit member shall be granted, upon request, up to four (4) days of paid leave to be taken at the birth or adoption of his/her child. These days may be taken at the time of delivery of the child, receipt of the adoptive child and/or at the time the mother and child leave the hospital. The leave shall be deducted from sick leave.

18.13 Child Rearing Leave

A unit member who is a natural or adopting parent may be granted an unpaid leave for child rearing which shall not exceed one (1) calendar year. Requests for such leave shall be made to the Human Resources Department at least eight (8) weeks prior to the anticipated date on which the leave is to commence.

18.14 Family And Medical Leave

18.1401 **LENGTH OF LEAVE ENTITLEMENT:** An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period is measured backward from the date of leave use. All leave usage which qualified under the terms of the FMLA leave shall be counted towards the available 12 workweeks within a 12-month period, including intermittent and reduced workload leaves.

Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

18.1402 **LENGTH OF EMPLOYMENT ELIGIBILITY:** Any employee who has been employed for at least 12 months AND who has been in a paid status for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family Medical Leave.

18.1403 **ELIGIBLE PURPOSES:** Leaves for any of the following purposes qualify for Family Medical Leave.

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
3. Leave to care for a child, parent, or spouse who has a serious health condition; or
4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling session, appear in court or consult with his/her attorney in connection with the placement of a child.

If both the husband and wife are employed by the District, the aggregate number of workweeks of leave to which both are entitled is limited to 12 workweeks during any one fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or making arrangements for third-party care of a family member.

A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or in consequence to a hospital, hospice or residential medical care facility.
2. Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involved

continuing treatment by (or under the supervision of) a health care provider;
or

3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.
4. Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:

- a. Two or more visits to a health care provider;
- b. Two or more treatment by a health care practitioner (e.g., physical therapist) on referral from, or under the direction, of a health care provider; or
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child, or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- a. has equivalent pay and benefits; and
- b. better accommodates recurring periods of leave than the regular position of the employee.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required.

Absence because of an employee's substance abuse, without treatment, does not qualify for FMLA leave.

18.1404

PAID/UNPAID LEAVE: Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.

18.1405 HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.

18.1406 FAILURE TO RETURN FROM FMLA LEAVE: If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control."

Except as provided above, if an employee fails to return after expiration of eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30 days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

18.1407 EMPLOYEE STATUS WHILE ON LEAVE: FMLA leave does not constitute a break in service for purposes of longevity and/or seniority.

Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.

18.1408 MEDICAL CERTIFICATION/RECERTIFICATION: Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated

duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Department.

The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

If leave is foreseeable, medical certification must be provided within fifteen days (15) after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days (15), or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

- 18.1409 **ADVANCE NOTICE REQUIRED:** If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, 30 days written, advance notice.

If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

Prior to granting a leave under this policy, medical certification as identified above, may be required.

- 18.1410 **REINSTATEMENT UPON RETURN FROM LEAVE:** Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

- 18.1411 **REMEDIES FOR EMPLOYER VIOLATION OF THE ACT:** If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two years after the last action which the employee contends was in violation of the Act, or three years if the violation was willful.

18.15 **Foreign Educational Employment Leave**

- 18.1501 Unit members may be granted an unpaid leave for not less than (1) full school year nor more than three (3) years for the purpose of accepting full-time foreign educational employment or Peace Corps employment. Request for such leave shall be submitted by April 15 of any year.
- 18.1502 Upon commencement of leave, the unit member will be transferred to an unassigned status.
- 18.1503 Year-for-year salary schedule credit will be granted for experience gained while on leave if it is verified to be primarily in a job classification similar to that to which the unit member returns.

18.16 **Sabbatical Leave**

- 18.1601 A screening committee shall be established to: (1) determine the relative qualifications of those requesting leave; (2) establish the long-range utility to the instructional or pupil services program of the applicants leave plans.
- 18.1602 Provisions shall be made for one-half pay based on the current salary of the applicant.
- 18.1603 Adequate assurance shall be provided that the applicant will return to active duty in the school district for a minimum of two (2) years.
- 18.1604 Annual review shall be made by the Superintendent, the Board and the Elk Grove Education Association President or his/her appointee in December of the number of leaves to be granted.

18.17 **Association Leave**

- 18.1701 The district will release from his/her teaching duties the President of the Association, for a period of not more than one (1) school year. During this time, the Association will pay to the district the full cost of the teacher employed to replace the President.
- 18.1702 The Association shall have a total of twenty (20) days of leave for association representatives to utilize for local, state or national conferences for conducting the business pertinent to organizational affairs. The cost of the substitute shall be borne by the Association. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent or designee by the Association's President.

Catastrophic Leave

18.1801 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A Joint District/EGEA committee will review requests and make recommendations to the Board of Education.

18.1802 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 18.18.17.

18.1803 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.

18.1804 The EGEA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.

a. "Catastrophic illness" or "Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

b. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

c. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

(1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

(2) The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

(3) The employee has exhausted all accrued paid leave credits.

d. If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the district, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.

(1) The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of 12 consecutive months.

(2) The verification of catastrophic injury or illness required pursuant to paragraph (d) of subdivision 18.17.04.

(3) Making all transfers of eligible leave credit irrevocable.

- e. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

- 18.1805 All unit members on active duty with the District are eligible to contribute to the EGEA Catastrophic Bank if they have accrued a minimum of ten days sick leave.
- 18.1806 Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 18.1807 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment period will be between July 1 and October 1 of each school year.
- 18.1808 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 18.1809 Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.
- 18.1810 Contribution shall be made between July 1 and October 1 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 18.1811 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 18.1812 An additional day of contribution will be required of participants if the number of days in Bank falls below 1000. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 18.1813 If the number of days in the Bank at the beginning of a school year exceeds 2000, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- 18.1814 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

- 18.1815 Withdrawals shall become effective immediately upon the exhaustion of sick leave.
- 18.1816 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 18.1817 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

Board Agenda Item

Meeting Date August 21, 2012**Subject:****APPROVAL OF PURCHASE ORDER HISTORY.**Department: Finance & School Support**Action Requested:**

The Board of Education is asked to approve purchase orders for the weeks of July 11, 2012 through July 25, 2012.

Discussion:

The Purchase Order History and Cost Modifications for the month of July 10, 2012 through July 25, 2012 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

<u>Fund</u>	<u>Purchase Orders Issued</u>		<u>Purchase Order Modification Costs</u>
01	01	(23 Modifications)	86,501.62
13	0	(5 Modifications)	43,500.00

Total Encumbrances	130,001.62
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Financial Summary:**Total Encumbrances**

<u>Fund</u>	<u>Purchase Orders Issued</u>	
01	01	15,000.00

(Sub total)	15,000.00
Grand Total:	145,001.62

Prepared By: _____

Division Approval: Rich Fagan Prepared By: Dennis BrownSuperintendent Approval: Steven M. Ladd Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 12

Board Agenda Item

Supplement No.

Meeting Date: 08/21/12

Subject:

Warrant Register No. 1
All Funds: July 1, 2012 – July 31, 2012

Department: Fiscal Services

Action Requested:

Approve Warrant Register No. 1 – Warrant Numbers 934446-935287, 269963-271192.

Discussion:

Education Code 42632 requires that all payments from the funds of a school district shall be made by written order of the governing board of the district.

It is also required that district orders (warrants) must be numbered and include the following per Education Code 42634:

- The particular fund or funds of the district against which it is drawn,
- The amount of payment to be made,
- An itemized bill showing separate items and the price of each item, (This information is retained in Fiscal Services)
- The rate of salary and the period of service of any employee of the district for whom an order is issued for payment of salary or wages. (This information is retained in the Payroll Office)

The Board is asked to approve Warrant Register No.1 – Warrant Numbers 934446-935287, 269963-271192.

See attached report for Warrant Register No. 1 expenditures.

Financial Summary:

Total expenditures for all funds from July 1, 2012 through July 31, 2012, are \$39,928,671.91

Prepared By: Shelley Clark *Shelley Clark*

Division Approval:

Rich Fagan *Rich Fagan*

Prepared By: Carrie Hargis *Carrie Hargis*

Superintendent Approval:

Steven M. Ladd, Ed.D. *Sam Ladd*

71112-713112

[illegible][illegible]

ACCOUNTS PAYABLE WARRANTS

[illegible]**PAYROLL WARRANTS FUND 47**

DATE	WARRANT NUMBERS	AMOUNT	1000	2000	3000	4000	5000	6000	7000	8000	9000
TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)											
GRAND TOTAL		8632.57	0.00	0.00	0.00	0.00	0.00	7950.00	0.00	0.00	682.57

ACCOUNTS PAYABLE WARRANTS

[illegible]**PAYROLL WARRANTS FUND 67**

DATE	WARRANT NUMBERS	AMOUNT	1000	2000	3000	4000	5000	6000	7000	8000	9000
7/10/12	269963-270575	1323.95		1323.95							
7/31/12	270701-271192	15346.27		15346.27							
TOTALS		16670.22	0.00	16670.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)		-9017.00					-9017.00				
GRAND TOTAL		70643.28	0.00	16670.22	0.00	90.23	8833.00	0.00	0.00	0.00	45049.83

Board Agenda Item**Subject:****DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.**Department: Finance & School Support**Action Requested:**

The Board of Education is asked to authorize the disposal of Obsolete/Surplus Property.

Discussion:

Pursuant to Section 39510 of the Education Code, the Board of Education is asked to authorize Dennis Brown, Director of Purchasing & Warehouse to surplus and/or dispose of these items.

All computers have been deemed uneconomical to repair by the Technology Services Department. Per Technology Services, all sensitive data and/or licenses have been removed from hard drives prior to being picked up from the department/site.

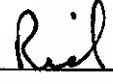

We have engaged local non-profits in an effort to determine their interest in refurbishing these computers to be redistributed to students of need. To date, we have seen no interest since most usable parts are removed prior to disposal.

Records of these items are in the Purchasing & Warehouse Department should you need to review them.

Financial Summary:

No source of Income to the District.

Prepared By: _____

Division Approval: Rich Fagan Prepared By: Dennis BrownSuperintendent Approval: Steven M. Ladd Ed.D. 

Board Agenda Item**Subject:****DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.**Department: Finance & School Support**Action Requested:**

The Board of Education is asked to authorize the disposal of Obsolete/Surplus Property.

Discussion:


Pursuant to Section 39510 of the Education Code, the Board of Education is asked to authorize Dennis Brown, Director of Purchasing & Warehouse to surplus and/or dispose of these items.

Records of these items are in the Purchasing & Warehouse Department should you need to review them.

Financial Summary:

No source of Income to the District.

Prepared By: _____

Division Approval: Rich Fagan Prepared By: Dennis BrownSuperintendent Approval: Steven M. Ladd Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 14

Board Agenda Item

Supplement No. _____

Meeting Date: August 21, 2012

Subject: Acceptance of Gifts

Department: Fiscal Services

Action Requested:

The Board is asked to accept the following donations to the District's schools/programs.

Discussion:

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Cash Donation	PG&E Corporation Campaign for the Community	Arlene Hein Elementary School (Zoe Penick's Teacher)	\$84.99	05/30/2012
Cash Donation	Pfizer Foundation Matching Gifts Program	Arlene Hein Elementary School (Principal's Discretion)	\$25.00	05/30/2012
Cash Donation	Sacramento Dental Society	Laguna Creek High School (Manufacturing Production Technology Academy)	\$280.00	06/21/2012
Cash Donation	Kerr Booster Club	Kerr Middle School	\$2,500.00	07/10/2012
Cash Donation	PG&E Corporation	Arlene Hein Elementary School (Principal's Discretion)	\$75.00	07/23/2012
Cash Donation	PG&E Corporation	Arlene Hein Elementary School (Principal's Discretion)	\$84.99	07/26/2012

Prepared By: Carrie Hargis *Carrie Hargis*

Division Approval:

Rich Fagan *R.F.*

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D. *SML*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 15

Board Agenda Item

Supplement No. _____

Meeting Date: August 21, 2012

Subject:

2013/14 Budget Development Calendar

Department:

Budget

Action Requested:

The Board is asked to adopt the 2013-14 Budget Development Calendar.

Discussion:

In accordance with Education Code 42127(i) the district must inform the Sacramento County Office of Education of our budget filing cycle by October 31, 2012.

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval:

Rich Fagan

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Budget Department

August 21, 2012

**2013/14 BUDGET DEVELOPMENT
SINGLE BUDGET ADOPTION CALENDAR**

<u>TASK</u>	<u>RESPONSIBLE PARTY</u>	<u>COMPLETION DATE</u>
1. Adopt the 2013/14 Budget Calendar	Board	08/21/12
2. Changes from the State Adopted Budget (45 Day Revise)	Board	08/21/12
3. Review of District Budget Priorities	Board	09/14/12
4. Budget Committee Meetings Begin	Budget	10/03/12
5. 2012/13 CBEDS Data Collection	Human Resources	10/03/12
6. Report of November Election	Board	11/16/12
7. Approve Projected Income/Expenditures (1st Interim Report)	Board	12/04/12
8. 2013/14 Enrollment Projections	Facilities	12/14/12
9. Report to Board on Governor's January Budget	Budget	01/22/13
10. 2013/14 Position Control Projections Developed	Budget	01/23/13
11. Cabinet Reviews Draft of Budget Guidelines	Budget	02/06/13
12. Budget Guidelines to Board for Approval	Board	02/19/13
13. Budget Changes and/or Reductions Approved	Board	02/19/13
14. Begin Review of Individual Program Budgets	Budget	02/25/13
15. Approve Projected Income/Expenditures (2nd Interim Report)	Board	03/05/13
16. Complete Review of Individual Program Budgets	Budget	04/30/13
17. Approve Projected Income/Expenditures (3rd Interim Report)	Board	05/21/13
18. Adjust Budget for May Revise	Budget	05/21/13
19. Update Board and Cabinet on May Revise	Board	06/04/13
20. 2013/14 Final Budget to Cabinet	Budget	06/05/13
21. 2013/14 Public Hearing/Budget Adoption	Board	06/18/13
22. Report on On Time Adopted State Budget	Board	08/13/13
23. Changes from the State Adopted Budget (45 Day Revise)	Board	08/13/13
24. Final report on 2012/13 Income and Expenditures to Board	Board	09/17/13

ELK GROVE UNIFIED SCHOOL DISTRICT

Board Agenda Item

Agenda Item No: 16

Supplement No.

Meeting Date: August 21, 2012

Subject:

Kaiser Permanente HealthWorks / Wellness -- Letter of Agreement

Department:

Fiscal Services

Action Requested:

The Board is asked to approve the attached letter of agreement for a pilot Wellness Program between Kaiser Permanente and the District.

Discussion:

The attached letter of agreement outlines the services that will be provided to the District from Kaiser Permanente in relation to a wellness pilot program (Your Health, Your Choice -- Celebrating Wellness at EGUSD) for 2012-13.

Attachment to follow.

Financial Summary:

No cost to the District.

Prepared By: Carrie Hargis

Division Approval:

Rich Fagan

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

Board Agenda Item

Supplement No. _____

Meeting Date August 21, 2012**Subject:**Department: Curriculum/Professional Learning**Textbook(s)/Instructional Material(s) Approval****Action Requested:**

The Board of Education is requested to adopt the following basic textbooks/instructional materials.

Discussion:

The following textbooks/instructional materials have been reviewed by the appropriate committees and are being submitted to the Board of Education for approval.

BASIC

1. *Mañana*; Copyright 2011, Advanced Materials (IB Spanish SL 1 and 2, Grades 11-12)
2. *Le monde en français*; Copyright 2011, Advanced Materials (IB French SL 1 and 2, Grades 11-12)

Financial Summary:

Basic textbooks for high school courses are paid for using Lottery (Prop 20) funds.

Prepared By: Anne Zeman, Ed.D.  Division Approval: Mark Cerutti Prepared By: _____ Superintendent's Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 18

Board Agenda Item

Supplement No. _____

Meeting Date August 21, 2012

Subject:

Department: PreK-6 Education

2011-2012 State Preschool Program Self-Evaluation

Action Requested:

The Board of Education is requested to review the attached 2011-2012 California State Preschool Programs (CSPP) Program Self-Evaluation Annual Report.

Discussion:

The Child Development Division of the California Department of Education, contract CSPP-1398 provides funds to our PreK state program. Each year we complete a self-evaluation. The process includes administrators, staff and parents and focuses on the Desired Results Developmental Profile (DRDP) screening.

Teachers complete two DRDP screenings for each of their students. The first assessment period was August 22 through October 14, 2011. The second assessment period was November 1, 2011 through April 23, 2012.

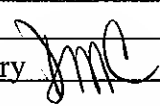
At the end of the first assessment period, the results were reviewed by each student's teacher, parent(s), the instructional coach, and program specialist. After reviewing the results, each teacher creates an action plan for their students and a program-wide action plan is created to address the overall needs of the program.

In addition parents are given the opportunity to provide input during parent conferences, through the Parent Survey, and at the Parent Advisory Committee meetings.

Board Member, Pollyanna Cooper-LeVangie participated in the documentation review.

Financial Summary:

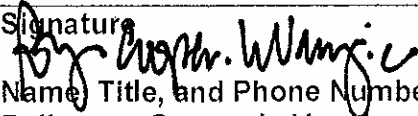
There is no cost to the district.

Prepared By: Claudia Charter Division Approval: Donna Cherry 

Prepared By: Bob Roe Superintendent's Approval: Steven M. Ladd, ED.D. 

Program Self-Evaluation Annual Report Personal Services Div

Contractor's Legal Name			
Elk Grove Unified School District			
Vendor Number		<input type="checkbox"/> Cal-SAFE CDS Code	
CPKS-1075			
Contract and Age	<input checked="" type="checkbox"/> CSPP <input type="checkbox"/> CCTR – (Infant/Toddler) <input type="checkbox"/> CCTR – (School-Age) <input type="checkbox"/> Education Network (Infant/Toddler) <input type="checkbox"/> Education Network (Preschool) <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG - (Infant/Toddler) <input type="checkbox"/> CMIG - (Preschool)		
Date Program Self-Evaluation Completed		May 21, 2012	
Number of Classrooms		8	Number of Family Child Care Homes
Describe the Program Self-Evaluation Process (Note: This area expands as necessary.)			
<p>The program self evaluation process included administrators, staff, and parents and focused on the Desired Results Developmental Profile (DRDP) screening.</p> <p>Teachers completed a DRDP screening for each of their students twice during the school year. The first assessment period took place between August 22 and October 14, 2011. The second assessment period took place between November 1, 2011 and April 23, 2012.</p> <p>At the end of the first assessment period the results of the assessments were reviewed by each student's teacher, parent(s), the instructional coach, and the program specialist. After reviewing the results, each teacher created an action plan for their students and a program wide action plan was created looking at the overall needs of the program. Parents provided input at parent conferences, through the Parent Survey, and at Parent Advisory Committee meetings.</p> <p>At the end of the second assessment period the results of the assessments were reviewed by each student's teacher, the instructional coach, and the program specialist. After reviewing the results, each teacher looked at their individual student and classroom progress, wrote a reflection on where they saw their strengths and weakness based on the results of the DRDP and collaborated to share what they are doing to improve student outcomes in their individual classrooms. Individual results were shared with parents and parents provided input at a Parent Advisory Committee meeting. A program wide action plan was created looking at the overall needs of the program and includes professional development for the 2012-2013 school year.</p> <p>Pollyanna Cooper-Levangie, School Board Member, reviewed documents with Pre-Kindergarten administrators to complete the self-evaluation process.</p>			
A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.			Date June 19, 2012
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.			Date August 8, 2012

A copy of the Program Self-Evaluation will be/has been presented to parents.		Date June, 2012
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature  Name, Title, and Phone Number Pollyanna Cooper-LeVangie Board Member 916-686-7700	Date May, 29, 2012

**Desired Results Developmental Profile Summary of Findings
And Program Action Plan -- Program or Network Level**

Contractor Name	Elk Grove Unified School District		
Contract Type, Education Network, and/or Cal-SAFE	CPKS 1075	Age Group (Infant/Toddler, Preschool, School-Age)	Preschool
Planning Date	March, 2012	Lead Planner's Name and Position	Program Director, Robert James Roe
Follow-up Date(s)	April, May, 2012	Lead Planner's Name and Position	Program Specialist, Claudia Charter

This form can be expanded and is not limited to a single page.

Key Findings from Developmental Profiles and Educational Goals (What will be accomplished for children?)	Action Steps (including materials and training needed, schedule, space and supervision changes)	Expected Completion Date and Person Responsible	Follow-up and Reflection (Changes made, date completed, time expended)

34.4% of students are at the building level, and 42% of students are at the integrating level, in the domain: Language and Literacy Development (LLD). 38% of students will be at the building level, and 45% of students will be at the integrating	Teachers will be provided Literacy Development training focusing on comprehension.	February 2013 Program Specialist Instructional Coach	
	Teachers will be provided time to re-review, discuss, and share ideas gleaned from the California Preschool Curriculum Framework, Volume I, pages 146 – 153, which provides information and strategies on comprehension, analysis of age appropriate text, and literacy interest and response.	February 2013 Program Specialist Instructional Coach	

March 2012

level, in the domain: Language and Literacy Development at the end of the second assessment period in school year 2012-2013.	Program specialists and site supervisors will supervise and facilitate the on-going strategies for promoting comprehension, analysis of age appropriate text, and literacy interest and response.	February 2013 and ongoing Program Specialist and Site Supervisors.	
	Classrooms will be provided with information books to support firsthand experiences in the classroom such as growing plants, caring for fish. Classrooms will be provided with puppets, costumes and props to dramatize and retell stories after they have been read aloud.	Summer 2012 Program Specialist	

Agenda Item No. 19

Board Agenda Item

Supplement No. _____

Meeting Date August 21, 2012**Subject:**Department: PreK-6 Education**2011-2012 State Preschool Program Self-Evaluation****Action Requested:**

The Board of Education is requested to review the attached 2011-2012 California Pre-Kindergarten Support (CPKS) Program Self-Evaluation Annual Report.

Discussion:

The Child Development Division of the California Department of Education, contract CPKS-1075 provides funds to supplement Language Arts in our PreK programs. Each year we complete a self-evaluation. The process includes administrators, staff and parents and focuses on the Desired Results Developmental Profile (DRDP) screening.

Teachers complete two DRDP screenings for each of their students. The first assessment period was August 22 through October 14, 2011. The second assessment period was November 1, 2011 through April 23, 2012.

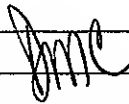
At the end of the first assessment period, the results were reviewed by each student's teacher, parent(s), the instructional coach, and program specialist. After reviewing the results, each teacher creates an action plan for their students and a program-wide action plan is created to address the overall needs of the program.

In addition parents are given the opportunity to provide input during parent conferences, through the Parent Survey, and at the Parent Advisory Committee meetings.

Board Member, Pollyanna Cooper-LeVangie participated in the documentation review.

Financial Summary:

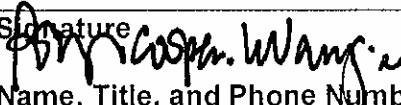
There is no cost to the district.

Prepared By: Claudia Charter Division Approval: Donna Cherry Prepared By: Bob Roe Superintendent's Approval: Steven M. Ladd, ED.D. 

Program Self-Evaluation Annual Report Personnel Services Div

Contractor's Legal Name Elk Grove Unified School District			
Vendor Number CSPP 1398		<input type="checkbox"/> Cal-SAFE CDS Code	
Contract and Age	<input checked="" type="checkbox"/> CSPP <input type="checkbox"/> CCTR – (Infant/Toddler) <input type="checkbox"/> CCTR – (School-Age) <input type="checkbox"/> Education Network (Infant/Toddler) <input type="checkbox"/> Education Network (Preschool) <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG - (Infant/Toddler) <input type="checkbox"/> CMIG - (Preschool)		
Date Program Self-Evaluation Completed		May 21, 2012	
Number of Classrooms		8	Number of Family Child Care Homes
Describe the Program Self-Evaluation Process (Note: This area expands as necessary.) The program self evaluation process included administrators, staff, and parents and focused on the Desired Results Developmental Profile (DRDP) screening. Teachers completed a DRDP screening for each of their students twice during the school year. The first assessment period took place between August 22 and October 14, 2011. The second assessment period took place between November 1, 2011 and April 23, 2012. At the end of the first assessment period the results of the assessments were reviewed by each student's teacher, parent(s), the instructional coach, and the program specialist. After reviewing the results, each teacher created an action plan for their students and a program wide action plan was created looking at the overall needs of the program. Parents provided input at parent conferences, through the Parent Survey, and at Parent Advisory Committee meetings. At the end of the second assessment period the results of the assessments were reviewed by each student's teacher, the instructional coach, and the program specialist. After reviewing the results, each teacher looked at their individual student and classroom progress, wrote a reflection on where they saw their strengths and weakness based on the results of the DRDP and collaborated to share what they are doing to improve student outcomes in their individual classrooms. Individual results were shared with parents and parents provided input at a Parent Advisory Committee meeting. A program wide action plan was created looking at the overall needs of the program and includes professional development for the 2012-2013 school year. An Early Childhood Environmental Rating Scale (ECERS) was conducted in each of the classrooms and the results were used to make professional development decisions as well as decisions regarding materials needing to be purchased to enhance the classroom environment. A parent survey was given to obtain their feedback regarding how to enhance the pre-kindergarten program.			

Pollyanna Cooper-Lavangie, School Board Member, reviewed documents with pre-kindergarten administrators to complete the self evaluation process.

A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.		Date June 19, 2012
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.		Date August 8, 2012
A copy of the Program Self-Evaluation will be/has been presented to parents.		Date June, 2012
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature  Name, Title, and Phone Number Pollyanna Cooper-LeVangie Board Member 916-686-7700	Date May 29, 2012

**Desired Results Developmental Profile Summary of Findings
And Program Action Plan – Program or Network Level**

Contractor Name	Elk Grove Unified School District
Contract Type, Education Network, and/or Cal-SAFE	Age Group (Infant/Toddler, Preschool, School-Age)
CSPP 1398	Preschool
Planning Date	Lead Planner's Name and Position
March, 2012	Program Director, Robert James Roe
Follow-up Date(s)	Lead Planner's Name and Position
April, May, 2012	Program Specialist, Claudia Charter

This form can be expanded and is not limited to a single page

Key Findings from Developmental Profiles and Educational Goal (What will be accomplished for children?)	Action Steps (Including materials and training needed, schedule, space and supervision changes)	Expected Completion Date and Persons Responsible	Follow-Up and Reflection (Changes made, date completed, time extended)
35.3% of students are at the building level, and 43.4% of students are at the integrating level, in the domain: Self and Social Development (SSD).	All Teachers will have attended a two day Classroom Assessment Scoring System (CLASS) training and have the opportunity to become certified CLASS observers.	Fall 2012 Program Specialist	
40% of students will be at the building level, and 45% of students will be at the integrating level, in the domain: Self and Social Development, at the end of the second assessment period in school year 2012-2013.	Teachers will be provided time to re-review, discuss, and share ideas from the California Preschool Curriculum Framework, Volume I, pages 37 – 96, which provides information and strategies for promoting Social-Emotional Development Teachers will be provided CLASS training focusing on the domain: Emotional Support.	August 2012 Program Specialist Instructional Coach	
		October 2012 Program Specialist	

March 2012

	Teachers will be provided professional development on creating "Nurturing and Responsive Relationships". This is the bottom of the Pyramid Model developed by the Center on the Social and Emotional Foundations for Early Learning (CSEFEL).	January, 2013 Program Specialist Social Worker	
		January, 2013 Program Specialist	
		October 2012 and ongoing. Program specialist and site supervisors	

34.4% of students are at the building level, and 42% of students are at the integrating level, in the domain: Language and Literacy Development (LLD). 38% of students will be at the building level, and 45% of students will be at the integrating level, in the domain: Language and Literacy Development at the	Teachers will be provided Literacy Development training focusing on comprehension.	February 2013 Program Specialist Instructional Coach	
	Teachers will be provided time to re-review, discuss, and share ideas gleaned from the California Preschool Curriculum Framework, Volume I, pages 146 – 153, which provides information and strategies on comprehension, analysis of age appropriate text, and literacy interest and response.	February 2013 Program Specialist Instructional Coach	
	Program specialists and site supervisors will supervise and facilitate the on-going strategies	February 2013 and ongoing	

March 2012

end of the second assessment period in school year 2012-2013.	for promoting comprehension, analysis of age appropriate text, and literacy interest and response.	Program Specialist and Site Supervisors.	
Key findings from the Environmental Rating Scale (ECERS) indicate a need for improvement in the areas of nature/science, dramatic play, and a need for more musical instruments.	Classrooms will be provided with a base amount of science materials to be kept in their classrooms. Kits will be made to be checked out and shared in the areas of Life Science, Earth Science, and Physical Science. Play costumes and kits will be purchased to enhance the dramatic play areas. Musical instruments will be purchased to enhance music and movement.	Summer 2012 Program Specialist	

Board Agenda Item

Subject:Division: Adult and Community Education

General Child Care & Development Programs award for Fiscal Year 2012-2013.

Contract# CCTR-2203

Action Requested:

The Board of Education is asked to approve this resolution authorizing the Child Development Division's General Child Care and Development Programs award for Fiscal Year 2012-2013.

Discussion:

The Board of Education is asked to approve this resolution authorizing the Child Development Division's General Child Care and Development Programs award. This award provides subsidized child care for students' before- and after-school and off-track child care at Isabelle Jackson, Kirchgater, Franklin, and Tsukamoto elementary schools. Child Development, Inc. (CDI) is the subcontractor for this 12-month grant, which runs from July 1, 2012, through June 30, 2013.

Contract amount: \$696,042

Financial Summary:

Due to state budget cuts, the award amount has been reduced by \$172,736.

Prepared By: Kathy HamiltonDivision Approval: Christina PennaPrepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

RESOLUTION

#4

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Elk Grove Unified School District

authorizes entering into local agreement number/s CCTR-2203 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Carrie Hargis</u>	<u>Director Fiscal Services</u>	<u></u>
<u>Shannon Stenroos</u>	<u>Budget Manager</u>	<u></u>
<u>Shelley Clark</u>	<u>Accounting Manager</u>	<u></u>

PASSED AND ADOPTED THIS 21st day of August 20012-13, by the
Governing Board of Elk Grove Unified School District
of Sacramento County, California.

I, _____, Clerk of the Governing Board of

_____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13

DATE: July 01, 2012

CONTRACT NUMBER: CCTR-2203

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 34-6731-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$696,042.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 20,246.0

Minimum Days of Operation (MDO) Requirement 250

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Mergle Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Carrie Hargis, Director Fiscal Services	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 9510 Elk Grove-Florin Road, Elk Grove, CA 95624	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 696,042	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUNO TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 696,042	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Board Agenda ItemMeeting Date August 21, 2012

Subject: 2012-2013 Renewal of Memorandum of Agreement Between SCOE and EGUSD for Operation of Community School **Division:** Secondary Education

Action Requested:

The Board is asked to approve the annual renewal of the Memorandum of Agreement between SCOE and Elk Grove Unified School District to continue operation of Community School classes for EGUSD students.

Discussion:

The Board is asked to approve a Memorandum of Agreement between Elk Grove Unified School District and the Sacramento County Office of Education (SCOE) to continue operation of the Community School (Gerber Junior/Senior High School).

The Community School serves students from Elk Grove who have been expelled. The school provides educational services for these students during their period of expulsion and coordinates their re-entry into the district. This 2012-2013 Memorandum of Agreement establishes the parameters of operation and support between the district and SCOE for this community school.

Per this agreement, the district will pay to SCOE \$425.00 per enrolled student up to a maximum of 75 students. This sum of \$31,875 will not increase if more than 75 students are enrolled in the program throughout the year. If fewer than 75 students are enrolled, the district will be charged a fee of \$2450 per enrollment for the difference between average student enrollment and the minimum monthly average enrollment.

The agreed-upon enrollment of 75 students represents a decrease of 5 students from our 2011-2012 commitment of 80 students. The district's work to reduce suspensions and expulsions by utilizing alternative forms of discipline has resulted in fewer expulsions and, potentially, for a decreased need for community school access.

The Gerber Junior/Senior High School has benefitted, and will continue to benefit, students and the district by providing community school services within the boundaries of our district.

Financial Summary:

Cost of \$425 per student, up to a maximum annual cost to the district of \$31,875. If enrollment falls below 75, \$2450 per enrollment for the difference between average student enrollment and minimum monthly average enrollment.

Prepared By: Christina C. PennaDivision Approval: Christina C. Penna

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D.

MEMORANDUM OF AGREEMENT

Continuation of the Sacramento County Office of Education
Maintaining and Operating Community Schools Classes
for Students of the Elk Grove Unified School District
for Fiscal Year 2012/2013

I. Parties to Agreement

This agreement is by and between the Sacramento County Office of Education (hereafter "County Office") and the Elk Grove Unified School District (hereafter "District").

II. Services to be Provided

The County Office and the District agree that the County Office shall continue to operate a Community School program for students referred to its programs by the District for the term of this agreement.

III. Terms of Agreement

The term of this agreement will be for one (1) year commencing July 1, 2012, and ending June 30, 2013. Any further extension to this Memorandum shall be as mutually agreed between the parties.

IV. Conditions of Agreement

A. Enrollment Guarantee Excess Costs

For the operation of the Community School Program, there will be no Enrollment Guarantee Excess Cost charged if the District can maintain monthly average enrollment of at least 75 students during the term of the agreement.

If a District's average student enrollment calculated at the end of the year is below 75 students, then a per student Enrollment Guarantee Excess Cost will be determined as follows:

The difference between the average student enrollment calculated at the end of the year and the minimum monthly average enrollment requirement of 75 students multiplied by \$2,450.00 per student. Such amount shall constitute the entire sum due for the fiscal year for Enrollment Guarantee Excess Costs.

B. Per Student Excess Costs

For the operation of the Community School Program, the District agrees to pay the Sacramento County Office of Education the amount of \$425.00 per enrolled student for the term of this agreement.

For purposes of this count, only students actually served during the year shall be included in this total, with a target of 75 enrolled students.

For 2012/2013 year the actual bill for services shall be determined as follows:
75 enrolled students multiplied by \$425.00 per student for a total cost of \$31,875.00. Such amount shall constitute the entire sum due for the fiscal year for Per Student Excess Costs.

SCOE will provide written updates on number of students enrolled to the District as needed.

V. Intent of Parties

It is the intent of the parties that the excess billing to the District is to pay for the actual costs of the Community School program alone. Therefore, the District and the County Office agree to continuously monitor the program to insure it best addresses the needs of the Community School students and is operated in an efficient and cost-effective manner.

VI. Significant Funding Modification

Should the State of California change the funding mechanism for the base revenue for Community Schools anytime during the term of this agreement, the parties agree that upon request of either party a review of the Memorandum shall be held and possibly modified to insure its original intent is enforced.

By our signatures below we agree to the contents and provisions contained in this agreement.

Sacramento County Office of Education

_____ School District

By: Timothy J. Taylor
Timothy J. Taylor
Assistant Superintendent

By: _____
Superintendent

Date: June 19, 2012

Date: _____

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 22

Board Agenda Item

Supplement No. _____

Meeting Date August 21, 2012

Subject:

Department: Learning Support Services

Consolidated Application, Phase I

Action Requested:

The Board is requested to approve the 2012-2013 Consolidated Application for funding State and Federal Categorical Aid Programs.

Discussion:

The Consolidated Application is used by the California Department of Education to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Each year, every local educational agency (LEA) submits Phase I of the application to document participation in categorical programs and provide assurances that the LEA will comply with the legal requirements of each program.

This application has been completed, due to the combined efforts of Learning Support Services, Student Support and Health Services, Human Resources and the Budget Department, and we are requesting to participate in the following programs for the 2012-2013 school year:

State Programs Economic Impact Aid (State Compensatory Education & English Learner Program)

Federal Programs Title I, Part A – Basic Grant
Title I, Part A - Neglected Students
Title I, Part D - Delinquent Students
Title II, Part A – Teacher Quality
Title III – Limited English Proficient (LEP) Students

This application must be approved by the Board and submitted to the California Department of Education by August 31, 2012. This application has been reviewed and approved by our District Categorical Advisory and District English Learner Advisory Committees.

Financial Summary:

Prepared By: Mark Vigario  Division Approval: Mark Cerutti 

Prepared By: _____ Superintendent Approved: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 23

Board Agenda Item

Supplement No. _____

Meeting Date: August 21, 2012**Subject:** Out-of-State Field Trips**Division:** Secondary Education**Action Requested:**

The Board of Education is asked to approve the following referenced Out-of-State Field Trips.

Discussion:

As part of its consent agenda, the Board is asked to approve the following out-of-state field trips listed below.

<u>School</u>	<u>Field Trip Destination</u>	<u>Field Trip Purpose</u>	<u>Dates of Trips</u>
Franklin HS	Reno, NV	Girl's Varsity Volleyball Tournament	August 30 – September 1, 2012
Elk Grove HS	Reno, NV	Girl's Varsity Volleyball Tournament	August 31 – September 1, 2012
Elk Grove HS	Indianapolis, IN	FFA National Convention	October 21 – 27, 2012

Financial Summary:

N/A

Prepared By: Libby Sidhu**Division Approval:** Christina C. Penna**Prepared By:** _____**Superintendent Approval:** Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 24

Board Agenda Item

Supplement No. _____

Meeting Date August 21, 2012

Subject:

Department: Finance & School Support

RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR TRASH CAN LINERS – BID #530-12/13

Action Requested:

The Board of Education is asked to authorize the award of a contract for furnishing **TRASH CAN LINERS**.

Discussion:

On June 15, 2012 bid requests were sent to fifteen (15) vendors to furnish the Elk Grove Unified School District with **TRASH CAN LINERS**.


On Thursday, July 12, 2012 bids were opened and read aloud in the Office of Purchasing at 2:00 p.m. Fifteen (15) vendors responded. The bid results and recap are in the Purchasing Department for further review. The Administration recommends the award of the contract for **TRASH CAN LINERS** to the following vendor:

<u>VENDOR</u>	<u>AMOUNT</u>
UNISOURCE	\$113,606.21

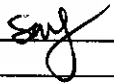
Financial Summary:

Funding source will be budgeted through internal department and school operational monies.

Prepared By: _____

Division Approval: Rich Fagan 

Prepared By: Dennis Brown

Superintendent Approval: Steven M. Ladd, Ed.D. 

**ELK GROVE UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
BID #530-12/13 - TRASH CAN LINERS
RECAP**

DESCRIPTION	EST. USAGE	UNIT	ALL AMERICAN POLY	BLUE RIBBON SUPPLY	CENTRAL POLY CORP.	CENTRAL SANTARY SUPPLY	ePOLY STAR	HILLYARD	INTERBORO PKG. CORP	JC PAPER	MONAHAN PAPER	JC NELSON	PROCLEAN	UNITPAK CORP.	UNISOURCE	WCP SOLUTIONS/ WEST COAST PAPER	WASTE ZERO
LINER, TRASH CAN, 33x39, 1.5 MIL., 250CS., REPUBLIC TRASH LINER XRBI-39-150, SHIELDS (UNISOURCE) #10358367, OR EQUAL (WHSE. STOCK #170730)	APPROX. 3,500 - 4,500 CS. PER YEAR	CASE/ 250	24.87	26.99	22.90	25.99	24.74	26.70	SEE BELOW, VENDOR BID ON 5 DIFFERENT LINERS	25.82	23.54	22.70	26.75	23.80	23.43	18.00 - CS/150 = \$12 per liner = \$30.00 for 250 liners	34.98
			ALL AMERICAN POLY #333915	LDPE - 33x39, 1.5MIL, BLACK, 250CS	CENTRAL POLY #CP333915 BLK	CENTRAL - REP-333915 BLK	PSL-3339- 15B250	WARDLEY	INT-3339- SUPER \$31.94	116,190.00	105,950.00	102,150.00	120,375.00	107,100.00	105,435.00	SUPPLYWAYS WZ333915B WZ333915 EQUAL LINER WITH DRAW STRING 150/CS	157,410.00
SUB TOTAL			111,915.00	121,455.00	103,050.00	116,955.00	111,330.00	120,150.00	INT-3339-EXH \$26.72	9,004.73	8,209.58	7,916.63	9,329.06	8,300.25	8,171.21	135,000.00	157,410.00
TAX			8,675.41	9,412.76	7,986.38	9,064.01	8,628.08	9,311.63								10,462.50	12,199.28
TOTAL			120,588.41	130,867.76	111,036.38	126,019.01	119,958.08	129,461.63	INT-3339-HVY \$16.72 INT-3339-H \$13.34	125,194.73	114,139.58	110,066.63	129,704.06	115,400.25	113,606.21	145,462.50	169,609.28
										SUB TOTAL		120,240.00					
												TAX		9,318.60			
												TOTAL		129,558.60			

WCP SOL WEST COAST PAPER BID INCORRECT UNIT OF MEASURE (UOM) (150/CS), DOES NOT
MEET SPEC OF 250/CS

JC NELSON BID INCORRECT SIZE (33x39), DOES NOT MEET SPEC OF 33x39

LINERS FROM INTERBORO PKG. & CENTRAL POLY ARE NOT ACCEPTABLE PER TESTS
PERFORMED BY M&O & PURCHASING

RECOMMENDED AWARD TO UNISOURCE (BID SPEC)

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 25

Board Agenda Item

Supplement No. _____

Meeting Date: August 21, 2012

Department: Finance & School Support

Subject:

RECEIPT OF BIDS AND AWARD OF CONTRACT FOR SCHOOL TO HOME COMMUNICATIONS SYSTEM – RFP #532-12/13

Action Requested:

The Board of Education is asked to approve the District to enter into negotiations with School Loop, Inc. for the furnishing of School to Home Communications system.

Discussion:

It is recommended that the District enter into negotiations to contract with School Loop Inc. for the “School to Home Communication system as defined in RFP#: 532-12/13” based upon scoring the highest on the evaluation criteria (95 vs. 55) among the respondents and meeting the vast majority (94%) of the functional requirements, as well as being the low cost bidder over the 5 year term. The RFP was issued pursuant to Public Contract Code section 20118.2

The following significant factors were considered by the District in the evaluation process:

- Integration with SISWEB and “Making the Grade”. **(40 points)**
- The response will be evaluated against how well EGUSD Staff, Parents, and Students will be able to utilize the product and how much training is required for existing parents, staff and students. **(20 points)**
- Total Price of the product. **(20 points).**
- Functionality of the product against the “Key Deliverables”. **(15 points)**
- Past service and delivery performance with an organization of this organization’s size and scope of work. **(5 points)**

The RFP was sent to 13 vendors. Two responses were submitted. A rubric was devised for each of the 5 areas of the RFP that were going to be awarded points. Points ranged from 5 points to 40 points for a total of 100 points.

The total cost of School Loop’s Inc. proposal over 5 years is: \$557,868.60 for all secondary schools based on CBEDS*. Funding for the system will be from site based funds.

Enrollment Counts		School Loop using EGUSD numbers		Gaggle
middle school	9655			
alternative	1886			
high schools	18155			
total	<u>29696</u>	27810	29696	29696

unit	\$ 3.75	\$ 3.75	
total year 1	\$ 104,287.50	\$ 111,360.00	\$ 135,938.40
unit	\$ 3.88	\$ 3.88	
total year 2	\$ 107,902.80	\$ 115,220.48	\$ 123,238.40
unit	\$ 4.01	\$ 4.01	
total year 3	\$ 111,518.10	\$ 119,080.96	\$ 123,238.40
unit	\$ 4.14	\$ 4.14	
total year 4	\$ 115,133.40	\$ 122,941.44	\$ 123,238.40
unit	\$ 4.28	\$ 4.28	
total year 5	\$ 119,026.80	\$ 127,098.88	\$ 123,238.40
Total 5 years	\$ 557,868.60	\$ 595,701.76	\$ 628,892.00

*School Loop calculated costs based on CBEDS. While it is expected School Loop will stand by their numbers, for comparison sake, the district supplied numbers were used to compare both proposals against the same numbers to get a true cost.

Financial Summary:

Funding source will be budgeted through school operational monies.

Prepared By: _____

Division Approval: Rich Fagan *Rich*

Prepared By: Dennis Brown

Superintendent Approval: Steven M. Ladd, Ed.D. *smf*

Board Agenda Item**Subject:**Division: **Facilities and Planning****Chiller Replacement at Joseph Kerr Middle School
Change Order No. 1****Action Requested:**

The Board of Education is asked to (1) approve Change Order No. 1 with Division 5-15, A California Corporation, and (2) authorize a district representative to sign the approved change order.

Discussion:

On April 10, 2012, the Board of Education awarded a contract to Division 5-15, A California Corporation, for the Chiller Replacement at Joseph Kerr Middle School project. Change Order No. 1 consists of one (1) item. The complete change order, with backup, is on file in the Facilities and Planning office for review.

Item #1

Provide materials and labor to remove additional hot water overhead piping from mechanical room to improve safety and ease of maintenance. Requested by Architect.

Time requested for this item: 7 days

ADD**\$2,095.00**

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order No. 1 changes the contract amount of \$49,070.00 by \$2,095.00 to \$51,165.00.

Financial Summary:

Funded with Deferred Maintenance.

Prepared By: Josef Tavora

Division Approval: _____

Robert PiercePrepared By: Lee Leavelle

Superintendent Approval: _____

Steven M. Ladd, Ed.D.

CONSTRUCTION COST SUMMARY
CHANGE ORDER NO. 1

PROJECT: Chiller Replacement at Joseph Kerr Middle School
ARCHITECT: Turley and Associates
CONTRACTOR: Division 5-15, A California Corporation
CONTRACT AMOUNT: \$49,070.00

ARCHITECT INITIATED OR REQUESTED						EXISTING CONDITIONS	DISTRICT REQUESTED	
	Architectural	Electrical	Mechanical	Structural	Civil	Code	Additions	Credits
BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SITE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
SITE AND BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS						\$2,095.00	\$0.00	

SUMMARY:

Original Contract Amount:	\$49,070.00	
Net Change Orders Architect Requested	0.00	0.00% addition to the contract amount
Net Change Orders Existing Conditions	2,095.00	4.27% addition to the contract amount
Net Change Orders District Requested	0.00	0.00% addition to the contract amount
Total Change Order 1	2,095.00	4.27% addition to the contract amount
Total Current Contract Amount	\$51,165.00	

Contract completion date:	June 4, 2012	
Time extension:	7 days	
New contract completion date:	June 11, 2012	

Board Agenda Item**Subject:**Division: Facilities and Planning**Chiller Replacement at Joseph Kerr Middle School
Acceptance and Notice of Completion****Action Requested:**

The Board of Education is asked to (1) accept the construction of Chiller Replacement at Joseph Kerr Middle School, and (2) authorize the filing of the Notice of Completion.




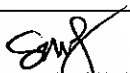
Discussion:

On April 10, 2012, the Board of Education awarded a contract to Division 5-15, A California Corporation, for the Chiller Replacement at Joseph Kerr Middle School project. The work has been completed and is recommended for acceptance by the Architect.

The Administration will file the Notice of Completion with the County Recorder within the statutory ten-day period.

Financial Summary:

Not applicable.

Prepared By: Josef Tavora  Division Approval: Robert Pierce 
Prepared By: Lee Leavelle  Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item**Subject:**Division: **Facilities and Planning****Chiller Replacement at Pleasant Grove Elementary School
Acceptance and Notice of Completion****Action Requested:**

The Board of Education is asked to (1) accept the construction of Chiller Replacement at Pleasant Grove Elementary School, and (2) authorize the filing of the Notice of Completion.

Discussion:

On April 10, 2012, the Board of Education awarded a contract to Division 5-15, A California Corporation, for the Chiller Replacement at Pleasant Grove Elementary School project. The work has been completed and is recommended for acceptance by the Architect.

The Administration will file the Notice of Completion with the County Recorder within the statutory ten-day period.

Financial Summary:

Not applicable.

Prepared By: Josef Tavora Division Approval: Robert Pierce
Prepared By: Lee Leavelle Superintendent Approval: Steven M. Ladd, Ed.D.

Board Agenda Item

Subject:Division: **Facilities and Planning****Running Paths and Concrete Work at Various Sites
Change Order No. 2****Action Requested:**

The Board of Education is asked to (1) approve Change Order No. 2 with Biondi Paving, Inc., and (2) authorize a district representative to sign the approved change order.

Discussion:

On May 8, 2012, the Board of Education awarded a contract to Biondi Paving, Inc., for the Running Paths and Concrete Work at Various Sites project. Change Order No. 2 consists of five (5) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

Item #1

Various Sites: At all sites add 6 mil visqueen between Mirafi 500X and 6" thick concrete running paths. Add drain inlet and 30' of pipe at Jessie Baker. Relocate sewer cleanout at Irene B. West Elementary School. Remove baseball backstop at Elk Grove Elementary School. Revise drain inlet location at Maeola R. Beitzel Elementary School. Modifications made to rectify conditions that were altered or unknown during design. Requested by Elk Grove Unified School District.

ADD \$4,027.00

Item #2

Maeola R. Beitzel Elementary School: Prepare pad for new portable. Requested by Elk Grove Unified School District.

ADD \$22,340.00

Item #3

Mary Tsukamoto Elementary School: Excavate and off haul saturated soil, add geogrid and 12" compacted AB to rectify unforeseen site conditions. Requested by Elk Grove Unified School District.

ADD \$8,968.00

Financial Summary:

Funded with Excess Tax Proceeds.

Prepared By: Brad Parsons

Division Approval: Robert Pierce

Prepared By: Lee Leavelle

Superintendent Approval: Steven M. Ladd, Ed.D.

<u>Item #4</u>	<u>Jessie Baker Elementary School:</u> Install concrete caps over existing concrete bench pads to match new track grade and ensure proper drainage. Requested by Elk Grove Unified School District.	ADD	\$750.00
<u>Item #5</u>	<u>Florin High School:</u> Repair cracks in tennis courts as requested by District. Requested by Elk Grove Unified School District.	ADD	\$21,500.00

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order No. 2 changes the contract amount of \$1,215,641.00 by \$57,585.00 to \$1,273,226.00.

Board Agenda Item

Subject:Division: Facilities and Planning

**Barbara Comstock Morse Elementary School Parking Lot Expansion
Change Order No. 1**

Action Requested:

The Board of Education is asked to (1) approve Change Order No. 1 with Lamon Construction Company, Inc., and (2) authorize a district representative to sign the approved change order.

Discussion:

On June 5, 2012, the Board of Education awarded a contract to Lamon Construction Company, Inc., for the Barbara Comstock Morse Elementary School Parking Lot Expansion project. Change Order No. 1 consists of five (5) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

<u>Item #1</u>	Remove and replace additional existing pavement to rectify unsuitable subgrade. Requested by Architect.	ADD	\$31,920.00
<u>Item #2</u>	Remove and dispose of oversized existing curb discovered during demolition. Requested by Architect.	ADD	\$1,254.00
<u>Item #3</u>	Provide cost reimbursement for the encroachment permit for work within the new driveway as per the contract documents. Requested by Elk Grove Unified School District.	ADD	\$250.00
<u>Item #4</u>	Replace the fire hydrant as the existing fire hydrant was leaking and rusted. Requested by Elk Grove Unified School District.	ADD	\$4,200.00
<u>Item #5</u>	Provide additional fabric in areas where soil compaction could not be obtained due to small planter areas. Requested by Architect.	ADD	\$2,300.00

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order No. 1 changes the contract amount of \$667,700.00 by \$39,924.00 to \$707,624.00.

Financial Summary:

Funded with Excess Tax Proceeds.

Prepared By: Brad Parsons *BP* Division Approval: Robert Pierce *RP*
 Prepared By: Lee Leavelle *LS* Superintendent Approval: Steven M. Ladd, Ed.D. *SL*

**CONSTRUCTION COST SUMMARY
CHANGE ORDER NO. 1**

PROJECT: Barbara Comstock Morse Elementary School Parking Lot Expansion
ARCHITECT: Kirk S. Brainerd Architect
CONTRACTOR: Lamon Construction Company, Inc.
CONTRACT AMOUNT: \$667,700.00

ARCHITECT INITIATED OR REQUESTED						EXISTING CONDITIONS	DISTRICT REQUESTED	
	Architectural	Electrical	Mechanical	Structural	Civil	Code	Additions	Credits
BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SITE		0.00	0.00	0.00	0.00	0.00	250.00	0.00
SITE AND BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00
TOTALS							\$39,674.00	\$250.00

SUMMARY:

Original Contract Amount:	\$667,700.00	
Net Change Orders Architect Requested	0.00	0.00% addition to the contract amount
Net Change Orders Existing Conditions	39,674.00	5.94% addition to the contract amount
Net Change Orders District Requested	250.00	0.04% addition to the contract amount
Total Change Order 1	39,924.00	5.98% addition to the contract amount
Total Current Contract Amount	\$707,624.00	

Contract completion date:
September 17, 2012

Time extension:
0 days

New contract completion date:
September 17, 2012

Board Agenda Item**Subject:**Division: **Facilities and Planning**

Tiger Natural Gas, Inc. Purchase Agreement Renewal

Action Requested:

The Board is asked to approve the Natural Gas Purchase Agreement Renewal between the Elk Grove Unified School District and Tiger Natural Gas, Inc. for the 2012-2013 school year.

Discussion:

Historically the district has purchased its natural gas from a third party provider in an effort to reduce the District's expenditures for natural gas. This is not an uncommon practice, in lieu of purchasing gas from the local utility, in our case Pacific Gas & Electric. In these arrangements, the public entity purchases gas at a reduced rate from a third party below that of the local utility. The District then pays for the transportation of that gas through the local utility's infrastructure. This has proved to be advantageous for the District and Administration seeks to continue this arrangement.

Staff is proposing a month-to-month variable rate until which time the market becomes more stable and the volatility ceases. Staff will continue to monitor the market and lock the rate for an extended period when we feel the rate becomes more stable.

Financial Summary:

The purchase of natural gas is included in the 2012-2013 budget. Savings will vary based on PG&E's rate compared to Tiger Natural Gas Inc.

Prepared By: _____ Division Approval: Robert Pierce Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

TRANSACTION CONFIRMATION (TC)
FOR IMMEDIATE DELIVERY



Date: August 1, 2012
Transaction Confirmation (TC) #: 3

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated July 14, 2011. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER: Tiger Natural Gas, Inc.
P.O. BOX 702437
TULSA, OK 74170
Attn: Mike Henderson MHenderson@TigerNaturalGas.Com
Phone: 918 551-1203
Fax: 918 491-6659
Transporter: PG&E

BUYER: ELK GROVE UNIFIED SCHOOL DISTRICT
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Attn: Robert Pierce
Phone: (916) 686-7711
Fax: (916) 686-7754
Fed Tax ID #:
Transporter: PG&E

Contract Price: NGI Bidweek Survey Index for California PG&E Citygate plus \$0.20 per MMBtu (see "Special Conditions" section below for details)

Delivery Period: Begin: August 1, 2012 End: July 31, 2013

Performance Obligation and Contract Quantity: (see "Special Conditions" below for info)

Firm (Fixed Quantity):

NA MMBtus/day

Firm (Variable Quantity):

NA MMBtus/day Minimum

Interruptible:

Up to NA MMBtus/day

Delivery Point(s): PG&E Citygate

Special Conditions: "Full Requirements"

See attachment "A" for individual account service/billing address and historical volumes.

Volumes listed below are in MMBtu's and a total combined monthly volume for the following acct #'s (see attachment "A").

Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total MMBtu
1,990	900	1,225	1,500	3,950	8,375	12,850	14,800	11,600	8,900	4,850	1,800	72,740

All volumes are based on historical usage. Customer has option to trigger fixed pricing at anytime.

PG&E Billing: Buyer's Utility, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this agreement. Buyer shall pay the bill in accordance with the Utility payment terms. All of Supplier portion of bill must be paid to Utility charges.

Notice Obligations: Buyer agrees to notify Seller of any circumstances that may affect the consumption of natural gas by Buyer or the delivery of natural gas. If buyer fails to provide adequate information on time to take action to Seller, the Buyer would be responsible to cover any reasonably conservative estimates of the increased or decreased consumption.

LDC Shrinkage: Applicable LDC Shrinkage (fuel) will be passed through to the Buyer.

Underlying Index Rate: PG&E = NGI Bidweek Survey Index for California, PG&E Citygate plus \$0.20 per MMBtu plus fuel/shrinkage. Imbalances are to be bought/sold at Gas Daily PG&E Citygate absolute high/low.

Seller: Tiger Natural Gas, Inc.

By: _____

Name: John Burris

Title: VP of Marketing

Date: _____

Buyer: ELK GROVE UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____